

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

WILLIAM LEONARD, JR.,

Plaintiff,

vs.

RELIASTAR LIFE INSURANCE
COMPANY f/k/a NORTHWESTERN
NATIONAL LIFE INSURANCE
COMPANY,

Defendant.

Case No. 3:05-CV-01015-MEF-CSC

AFFIDAVIT OF BRIAN J. BOSCHERT

STATE OF NORTH DAKOTA :

:

COUNTY OF WARD :

Brian J. Boschert, being duly sworn, states as follows:

1. My name is Brian J. Boschert. I am over twenty-one years of age, and am competent to testify to the facts and statements set forth in this Affidavit. I am employed by ReliaStar Life Insurance Company ("ReliaStar") as a Customer Contact Center Specialist for life insurance.

2. It is ReliaStar's practice to maintain, in the regular course of its business, records of policies, statements of policy cost and benefit information, and annual reports issued by ReliaStar to its policyholders. It is also ReliaStar's practice to maintain, in the regular course of its business, records of telephone policy service requests initiated by policyholders, copies of correspondence to and from policyholders, and copies of service request forms executed by policyholders to make changes to their policies. I am familiar with these business records

maintained by ReliaStar, and I regularly work with and refer to policyholder records in the course of performing my duties at ReliaStar. The statements made in this Affidavit are based on my personal knowledge or review of the business records of ReliaStar.

3. Attached hereto as Exhibit 1 is a duplicate policy that is a true and correct copy of the Flexible Premium Adjustable Whole Life Insurance Policy No. B2-076-716 issued to William J. Leonard, Jr. by Northwestern National Life Insurance Company (now known as ReliaStar) effective September 24, 1986 (the "Policy").

4. Attached hereto as Exhibit 2 is a copy of the Statement of Policy Cost and Benefit Information, which accompanied the Policy delivered to the insured William J. Leonard, Jr. in 1986.

5. Attached hereto as composite Exhibit 3 are copies of the annual reports (also called Policy Statements) provided to Mr. Leonard each year since the issuance of the Policy ("Annual Reports").

6. The Annual Reports disclose all expenses and costs deducted from premiums which affect the Policy's accumulation value. All costs of insurance deducted for Mr. Leonard's \$50,000 of base coverage as well as for the \$50,000 Term Insurance Rider were less than the maximum amount permitted by the terms of the Policy.

7. I have also gathered and assembled from the business records of ReliaStar copies of records of telephone policy service requests initiated by William J. Leonard, Jr., copies of correspondence between ReliaStar and Mr. Leonard, and copies of service request forms executed by Mr. Leonard to make changes to his Policy. Copies of some of those documents are attached hereto as Exhibits 4 through 9.

8. On February 4, 2005, Mr. Leonard telephoned ReliaStar and asked whether he could remove the Term Insurance Rider from the Policy. ReliaStar then sent Mr. Leonard the appropriate Service Request form (*see* Exhibit 4 hereto) and an illustration demonstrating Policy values without the Term Insurance Rider (*see* Exhibit 5 hereto). On February 7, 2005, Mr. Leonard executed the form canceling the Term Insurance Rider. *See* Exhibit 6 hereto.

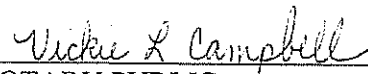
9. On or about February 9, 2005, Mr. Leonard requested a form to convert his Policy to a reduced paid up policy. *See* Exhibit 7 hereto. On February 23, 2005, he executed the form to convert his Policy to a reduced paid up policy. *See* Exhibit 8 hereto. Mr. Leonard's paid up Policy has a face amount of \$12,826. *See* Exhibit 9 hereto. Since February of 2005, Mr. Leonard no longer pays any premiums to ReliaStar.

10. The correspondence from ReliaStar to Mr. Leonard, and service request forms that Mr. Leonard executed and returned to ReliaStar, were mailed to the same address where Mr. Leonard's Annual Reports were sent. None of Mr. Leonard's Annual Reports were ever returned to ReliaStar as undeliverable.

Further affiant sayeth naught.


BRIAN J. BOSCHERT

SWORN TO and SUBSCRIBED before
me this 16th day of February, 2006 by
Brian J. Boschert.


NOTARY PUBLIC
STATE OF NORTH DAKOTA

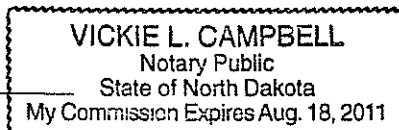


EXHIBIT 1

**Flexible Premium
Adjustable Whole Life
Insurance Policy**

Death Benefit Payable at Death
Flexible Premiums Payable during the
Insured's Lifetime
Adjustable Face Amount
Nonparticipating

**DUPLICATE
POLICY**

Notice

Right to Return Policy

Please read this policy carefully. If you do not want it, you may return it to us or your agent within 10 days after you receive it and ask us to cancel it. As soon as you return it, we will consider it void from the start and refund any premium paid.

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Additional benefits, if any, are listed on the Policy Data Page and follow page 2. Additional restrictions follow page 2.



**Northwestern National Life Insurance
Company**

Box 20
Minneapolis
Minnesota 55440

We will pay the proceeds if we receive written proof that the insured died while this policy was in force. This policy also provides other benefits and rights. We issue this policy in consideration of the application and payment of the initial premium.

Executed at our
Home Office

John G. Turner	President
<i>John G. Turner</i>	
Royce N. Sanner	Secretary
<i>Royce N. Sanner</i>	

Summary of Benefits**Living Benefits**

While the insured is alive, subject to this policy's provisions, you may:

Change the Face Amount.
Change the amount and frequency of your premium payments.
Surrender this policy or make a partial withdrawal for cash.
Receive a cash loan.
Assign this policy as collateral.
Enjoy any other rights this policy allows.

Death Benefits

At the insured's death, the proceeds payable include:

The Death Benefit then in force.

Plus any additional amount provided by rider on the life of the insured.

Minus any policy loans and loan interest due.

Minus any unpaid monthly deductions.

The Contract

Read your policy carefully! This policy is a legal contract. You rely on us to provide its benefits; we rely on you to pay its premiums. The entire contract is:

This policy.

Plus all applications, Policy Data Pages, riders, and amendments attached at time of issue.

Plus all applications, Policy Data Pages, riders, and amendments agreed upon later.

Unless fraudulent, all statements made by or on behalf of anyone covered by this policy are representations and not warranties. No statement can be used to cancel this policy or can be used for our defense if we refuse to pay a claim, unless it is found in an application, rider, or amendment.

No agent or any other person except our elected officers or an Assistant Secretary can change this contract.

Definitions**General Definitions**

<u>The Insured</u>	The person whose life is insured under this policy while this policy is in force. The Policy Data Page lists the insured.
<u>You, Your</u>	The owner of this policy as shown on the Policy Data Page, unless changed as allowed in this policy. The insured owns this policy unless another owner is named.
<u>We, Us, Our</u>	Northwestern National Life Insurance Company at our Home Office in Minneapolis, Minnesota.
<u>Written, In Writing</u>	A written request or notice, signed and dated, and received at our Home Office, in a form we accept. You may get forms for this purpose from us.
<u>In Force</u>	The terms of this policy are in effect.
<u>Proceeds</u>	The amount we pay when the insured dies or when this policy is surrendered.
<u>The Code</u>	The Internal Revenue Code of 1954, as amended.

POLICY NUMBER

36482-076-0716

POLICY 6-17-1
DATA PAGEINSURED
ISSUE AGE AND SEX
POLICY DATE
ISSUE DATE
STATUS*

WILLIAM J LEONARD JR R-N

47-MALE

12-01-1986

9-24-1986

1 EFFECTIVE DATE: 9-24-1986

* 'STATUS' IS USED TO
SEQUENCE ANY POLICY
CHANGES. FOR EXAMPLE,
A STATUS OF '1'INDICATES THE ORIGINAL
POLICY DATE, '2' IS FOR
THE DATA AFTER THE
FIRST CHANGE, ETC.

DEATH BENEFIT OPTION

OPTION A
(LEVEL AMOUNT OPTION)

CURRENT FACE AMOUNT

\$50,000

INITIAL FACE AMOUNT

\$50,000

PREMIUM CLASS

NON-SMOKER

MINIMUM FACE AMOUNT

\$25,000

MINIMUM MONTHLY PREMIUM

\$29.00

INITIAL PREMIUM

\$37.00

PLANNED PERIODIC PREMIUM

AMOUNT: \$37.00

FREQUENCY: BI-WEEKLY

POLICY LOAN INTEREST RATE

7.4% PAYABLE IN ADVANCE

PERCENT OF PREMIUM CHARGE

5%

MONTHLY POLICY CHARGE

NONE

MONTHLY AMOUNT CHARGE

NONE

MONTHLY ADMINISTRATIVE
CHARGE

\$4.00

GUARANTEED INTEREST BASE

NONE

PERCENT OF PARTIAL
WITHDRAWAL20% PER POLICY YEAR IN
POLICY YEARS 2-15
100% THEREAFTERCONTINUED
ON NEXT PAGE

PAGE A

Leonard v. ReliaStar
RLI 00003

POLICY NUMBER

82-800-000-001

POLICY OR RENEWAL INSURED: WILLIAM J. LEONARD JR.
 DATA PAGE ISSUE AGE AND SEX 47-MALE
 (CONTINUED) POLICY DATE 12-01-1986
 ISSUE DATE 9-24-1986
 STATUS 1 EFFECTIVE DATE: 9-24-1986

* STATUS IS USED TO INDICATE THE ORIGINAL
 SEQUENCE ANY POLICY POLICY DATE, '2' IS FOR
 CHANGES. FOR EXAMPLE, THE DATA AFTER THE
 A STATUS OF '1' FIRST CHANGE, ETC.

SCHEDULE OF INSURED'S AUTOMATIC COST
 OPTIONAL OF LIVING RIDER
 BENEFITS

RIDER ISSUE DATE 9-24-1986
 INSURED'S CPI INCREASE BASE \$50,000
 PREMIUM CLASS NON-SMOKER
 MAXIMUM INCREASE AMOUNT \$10,000
 FOR THE INSURED

TERM INSURANCE

RIDER (TIR)

TIR INSURED WILLIAM J. LEONARD JR.
 ISSUE AGE AND SEX 47-MALE
 TIR FACE AMOUNT \$50,000
 PREMIUM CLASS NON-SMOKER
 MONTHLY AMOUNT CHARGE NONE
 RIDER EFFECTIVE DATE 12-01-1986
 RIDER ISSUE DATE 12-24-1986
 RIDER EXPIRY DATE 12-01-2034

FORM NUMBERS 82-800 82-000 82-001 82-810 82-820 82-830
 82-840 82-850 82-860 82-870 82-840 82-241
 82-370 82-371 82-753

CONTINUED
 ON NEXT PAGE

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 RLI 00004

POLICY NUMBER

R188-0765746

POLICY NUMBER: INSURED: WILLIAM J. LEONARD JR.
 DATA PAGE: ISSUE: AGE AND SEX: 47-MALE
 (CONTINUED) POLICY DATE: 12-01-1986
 ISSUE DATE: 9-24-1986
 STATUS: 1 EFFECTIVE DATE: 9-24-1986

* '1' STATUS IS USED TO INDICATES THE ORIGINAL
 SEQUENCE ANY POLICY POLICY DATE, '2' IS FOR
 CHANGES. FOR EXAMPLE, THE DATA AFTER THE
 A STATUS OF '1' FIRST CHANGE, ETC.

TABLE OF SURRENDER CHARGES

POLICY MONTH	POLICY YEAR:	1986	1987	1988	1989	1990	1991
JAN		.00	1140.00	1140.00	1140.00	1140.00	1140.00
FEB		.00	1140.00	1140.00	1140.00	1140.00	1140.00
MAR		.00	1140.00	1140.00	1140.00	1140.00	1140.00
APR		.00	1140.00	1140.00	1140.00	1140.00	1140.00
MAY		.00	1140.00	1140.00	1140.00	1140.00	1140.00
JUN		.00	1140.00	1140.00	1140.00	1140.00	1140.00
JUL		.00	1140.00	1140.00	1140.00	1140.00	1140.00
AUG		.00	1140.00	1140.00	1140.00	1140.00	1140.00
SEP		.00	1140.00	1140.00	1140.00	1140.00	1140.00
OCT		.00	1140.00	1140.00	1140.00	1140.00	1140.00
NOV		.00	1140.00	1140.00	1140.00	1140.00	1140.00
DEC		1140.00	1140.00	1140.00	1140.00	1140.00	1130.50

POLICY MONTH	POLICY YEAR:	1992	1993	1994	1995	1996	1997
JAN		1121.00	1007.00	893.00	779.00	665.00	551.00
FEB		1111.50	997.50	883.50	769.50	655.50	541.50
MAR		1102.00	988.00	874.00	760.00	646.00	532.00
APR		1092.50	978.50	864.50	750.50	636.50	522.50
MAY		1083.00	969.00	855.00	741.00	627.00	513.00
JUN		1073.50	959.50	845.50	731.50	617.50	503.50
JUL		1064.00	950.00	836.00	722.00	608.00	494.00
AUG		1054.50	940.50	826.50	712.50	598.50	484.50
SEP		1045.00	931.00	817.00	703.00	589.00	475.00
OCT		1035.50	921.50	807.50	693.50	579.50	465.50
NOV		1026.00	912.00	798.00	684.00	570.00	456.00
DEC		1016.50	902.50	788.50	674.50	560.50	446.50

CONTINUED
 ON NEXT PAGE

PAGE C

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 RLI 00005

POLICY NUMBER

226182-076-716

POLICY INSURED WILLIAM U LEONARD URBAN
 DATA PAGE ISSUE AGE AND SEX 47-MALE
 (CONTINUED) POLICY DATE 12-01-1986
 ISSUE DATE 9-24-1986
 STATUS 1 EFFECTIVE DATE: 9-24-1986

STATUS IS USED TO INDICATES THE ORIGINAL
 SEQUENCE AND POLICY POLICY DATE, '2' IS FOR
 CHANGES FOR EXAMPLE, THE DATA AFTER THE
 A STATUS OF '1' FIRST CHANGE, ETC.

TABLE OF SURRENDER CHARGES

POLICY MONTH	POLICY YEAR	1998	1999	2000	2001
JAN		437.00	323.00	209.00	95.00
FEB		427.50	313.50	199.50	85.50
MAR		418.00	304.00	190.00	76.00
APR		408.50	294.50	180.50	66.50
MAY		399.00	285.00	171.00	57.00
JUN		389.50	275.50	161.50	47.50
JUL		380.00	266.00	152.00	38.00
AUG		370.50	256.50	142.50	28.50
SEP		361.00	247.00	133.00	19.00
OCT		351.50	237.50	123.50	9.50
NOV		342.00	228.00	114.00	.00
DEC		332.50	218.50	104.50	.00

THIS TABLE APPLIES TO THE INITIAL FACE AMOUNT. A TABLE OF ADDITIONAL CHARGES WILL APPLY FOR EACH APPROVED INCREASE IN THE FACE AMOUNT.

PAGE D

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Policy
Data Page

Table of Monthly Guaranteed Cost
of Insurance Rates Per \$1,000

Male Attained Age	Rate	Male Attained Age	Rate	Male Attained Age	Rate
0	.36927				
1	.13669	36	.22671	71	4.71692
2	.12420	37	.24214	72	5.09966
3	.11918	38	.26088	73	5.49760
4	.11459	39	.28256	74	5.92258
5	.11043	40	.30716	75	6.38757
6	.10669	41	.33384	76	6.90620
7	.10376	42	.36260	77	7.49028
8	.10167	43	.39367	78	8.14300
9	.10084	44	.42806	79	8.85700
10	.10168	45	.46600	80	9.62445
11	.10376	46	.50810	81	10.43681
12	.10751	47	.55482	82	11.28618
13	.11293	48	.60653	83	12.17114
14	.11876	49	.66366	84	13.09631
15	.12502	50	.72664	85	14.06748
16	.13169	51	.79505	86	15.09034
17	.13793	52	.86932	87	16.17587
18	.14294	53	.95025	88	17.34344
19	.14710	54	1.03831	89	18.62109
20	.15085	55	1.13471	90	20.04580
21	.15376	56	1.24073	91	21.66244
22	.15626	57	1.35719	92	23.52590
23	.15836	58	1.48455	93	25.69963
24	.16002	59	1.62403	94	28.33894
25	.16211	60	1.77650		
26	.16461	61	1.94239		
27	.16752	62	2.12333		
28	.17127	63	2.32107		
29	.17544	64	2.53768		
30	.18003	65	2.77608		
31	.18502	66	3.03929		
32	.19046	67	3.32978		
33	.19671	68	3.64685		
34	.20462	69	3.98676		
35	.21453	70	4.34500		

B2-001

Leonard v. ReliaStar
RLI 00008

Policy Definitions	Face Amount	The Face Amount is shown on the Policy Data Page. You may change the Face Amount as described in this policy.
	Death Benefit	This policy provides two Death Benefit Options. The option in effect is shown on the Policy Data Page.
	Option A (Level Amount Option)	<p>The Face Amount includes the accumulation value. In this case, the Death Benefit is the greater of:</p> <p>1 The Face Amount on the date of death; or</p> <p>2 140% of the accumulation value when the insured's age is 40 or less. Starting on the Policy Anniversary when the insured's age is 41, this percentage of accumulation value will decrease by 1% on each policy anniversary through age 75. At age 75 or more, the percentage is 105%.</p>
	Option B (Additional Amount Option)	<p>The accumulation value is in addition to the Face Amount. In this case, the Death Benefit is the greater of:</p> <p>1 The Face Amount on the date of death, plus the accumulation value on the date of death; or</p> <p>2 140% of the accumulation value when the insured's age is 40 or less. Starting on the Policy Anniversary when the insured's age is 41, this percentage of accumulation value will decrease by 1% on each policy anniversary through age 75. At age 75 or more, the percentage is 105%.</p>
	Policy Date	The date the initial premium is due. The Policy Data Page shows the Policy Date. We measure policy anniversaries, policy months, policy years, and Monthly Anniversary Dates from the Policy Date.
	Monthly Anniversary Date	The day of the month that is the same day of the month as your Policy Date. For example, if your Policy Date is March 2, 1978, then the second day of each month is your Monthly Anniversary Date.
	Net Premium	The Net Premium is credited to the accumulation value as described in this policy's Accumulation Values provision. The Net Premium is calculated as 1 multiplied by 2 (1X2), where:

Continued

Net Premium (continued)	1	2
	Is the premium paid; and	Is 1,000 minus the Percent of Premium Expense Charge shown on the Policy Data Page.
Premiums	<p>The initial premium, which is shown on the Policy Data Page, is the amount paid on or before the delivery of this policy. There is no insurance until the initial premium is paid. All premiums are payable in advance of the period to which they apply.</p> <p>The amount and frequency of premium payments will affect the accumulation value and cash value and how long the insurance will remain in effect.</p> <p>We may require proof which satisfies us that the insured is still insurable if any payment, planned or unscheduled, would increase the difference between the Death Benefit and the accumulation value during the current policy year.</p> <p>Even though Planned Periodic Premiums and Unscheduled Additional Premiums state otherwise, we reserve the right to refuse to accept any premium which would disqualify</p>	<p>your policy for favorable tax treatment under Sections 72 and 101 or any other applicable sections of the Code. If premiums paid during any Policy Year exceed the maximum permitted under Section 101 of the Code, we will return the excess premiums with interest to you within 60 days after the end of the policy year. However, you have the right to pay the premium required to keep this policy in force to the end of the policy year.</p> <p>Pay premiums by sending them to the address shown below. Upon request, we will send you a receipt signed by one of our officers. Please include your policy number. The current address for payment is:</p> <p>Northwestern National Life Insurance Company Box 20 Minneapolis Minnesota 55440</p>
	<p>Planned Periodic Premiums</p> <p>You may pay planned periodic premiums once a year, every 6 months, or every 3 months. These modes are referred to as annual, semi-annual, or quarterly. If you choose, we can also deduct planned periodic premiums from your bank account monthly.</p> <p>The amount and frequency of the planned periodic premiums you have chosen are shown on the Policy Data Page. You may change the frequency and amount of planned periodic premiums by notifying us in writing of the change.</p>	<p>The amount of any planned periodic premium must be at least \$25. We reserve the right to limit the amount of any increase.</p> <p>Depending on the frequency of premium payment and the method of payment you have chosen, we will send you periodic premium notices. In any case, we will send these notices to you at least once a year.</p>
	<p>Unscheduled Additional Premiums</p> <p>Premium payments other than the planned periodic premiums may be made at any time while this policy is in force. We can limit the</p>	<p>number and amount of these additional payments.</p>

Grace Period

If, on any Monthly Anniversary Date, the cash value minus any policy loans is less than the monthly deduction for the policy month to follow, we will give you a grace period of 61 days to pay a premium large enough to cover the monthly deduction. We will send you notice of the required premium at least 30 days before we lapse this policy.

If that required premium is not paid within the grace period, we lapse this policy. A lapsed policy is no longer in force and has no cash value.

If the insured dies during the grace period, we deduct any unpaid monthly deductions from the proceeds.

The policy has a Minimum Monthly Premium shown on the Policy Data Page. The Mini-

mum Monthly Premium is increased when the Face Amount is increased or when a new rider is added or increased. The new Minimum Monthly Premium will be shown on a new Policy Data Page. We will not lapse this policy during the first 3 policy years, if on each Monthly Anniversary Date during the period, 1 is greater than 2, where:

1
Is the sum of all premiums paid to date minus any policy loans and partial withdrawals; and

2
Is the sum of the Minimum Monthly Premiums since the Policy Date, including the month following the Monthly Anniversary Date.

Reinstatement

Reinstatement means putting a lapsed policy back in force. You can reinstate this policy anytime within 5 years after it has lapsed as long as you have not surrendered it for its cash value.

To reinstate this policy and any riders:

1
You must submit proof which satisfies us that all insureds are still insurable; and

2
You must pay a premium large enough to keep the policy in force for at least 2 months.

This policy will be reinstated only as of a Monthly Anniversary Date. If you have met conditions 1 and 2 and an insured dies be-

fore the Monthly Anniversary Date on which the policy would be reinstated, we will pay the Death Benefit as of that Monthly Anniversary Date. The accumulation value on the date of reinstatement will be the amount provided by the premium paid to reinstate this policy. Subsequent accumulation values will be calculated as shown in the Accumulation Values provision.

After reinstatement, the Surrender Charges will be those in effect on the date of termination, reduced in the same proportion as the accumulation value on the date of termination bore to the Surrender Charge on that date. The Surrender Charge will not be less than zero.

Face Amount Change

After the first policy year, you may change your Face Amount by notifying us in writing. Changes are allowed only if this policy continues to qualify as Life Insurance as defined by the Code. Changes listed in 1, 2 and 3 below go into effect on the Monthly Anniversary Date that follows the date we receive your request. If we receive your request on a Monthly Anniversary Date, the change goes into effect on that day. The Face Amount in effect at any time must be at least equal to

the Minimum Face Amount shown on the Policy Data Page.

Increases in the Face Amount must be at least \$5,000. Increases cannot be made after the policy anniversary following the insured's 75th birthday.

Decreases in Face Amount are allowed only if the cash value is greater than zero. At least 6 months must elapse between decreases.

Continued

Premiums (Continued)	Face Amount Change	
	<p>After the first policy year, you may change your Face Amount by notifying us in writing. Changes are allowed only if this policy continues to qualify as Life Insurance as defined by the Code. Changes listed in 1, 2 and 3 below go into effect on the Monthly Anniversary Date that follows the date we receive your request. If we receive your request on a Monthly Anniversary Date, the change goes into effect on that day. The Face Amount in effect at any time must be at least equal to the Minimum Face Amount shown on the Policy Data Page.</p> <p>Increases in the Face Amount must be at least \$5,000. Increases cannot be made after the policy anniversary following the insured's 75th birthday.</p> <p>Decreases in Face Amount are allowed only if the cash value is greater than zero. At least 6 months must elapse between decreases.</p> <p>Changes are subject to the following:</p> <p>1 If a decrease in Face Amount is requested, the reduction will be applied in the following order:</p> <p>a To the most recent increase in Face Amount;</p> <p>b To the next most recent increases in Face Amount; then</p>	<p>c To the Face Amount on the Policy Date or the current Face Amount if smaller.</p> <p>2 If the Additional Amount Option is in effect, you may request in writing to change to the Level Amount Option. In this event, the Face Amount of this policy is changed so that it equals the Death Benefit in force immediately preceding the effective date of the change;</p> <p>3 If the Level Amount Option is in effect, you may request in writing to change to the Additional Amount Option. This change reduces the Face Amount so that it then equals the Death Benefit minus the accumulation value immediately preceding the effective date of the change; then</p> <p>4 An increase will require written proof the insured is still insurable. An approved increase will go into effect on the Monthly Anniversary Date on or next following the date of the approval. If an increase is approved, additional Surrender Charges will be applied to that increase. We will send you written notice of the amount and duration. The Minimum Monthly Premium will be increased when the Face Amount is increased.</p>
Accumulation Value and Nonforfeiture Provisions	Accumulation Value	
	<p>The accumulation value on the Policy Date will be the initial Net Premium paid on that date minus the monthly deduction for the first policy month. On each subsequent Monthly Anniversary Date, the accumulation value will be calculated as 1 minus 2, plus 3 minus 4 (1 - 2 + 3 - 4), where:</p> <p>1 Is the accumulation value on the preceding Monthly Anniversary Date plus one month's interest;</p> <p>2 Is any partial withdrawals since the preceding Monthly Anniversary Date plus interest</p>	<p>from the date of withdrawal to the Monthly Anniversary Date;</p> <p>3 Is the total of all Net Premiums received since the preceding Monthly Anniversary Date plus interest from the date received to the Monthly Anniversary Date; and</p> <p>4 Is the monthly deduction (as described in the Monthly Deduction provision) for the policy month following the Monthly Anniversary Date.</p>

Continued

Interest Rate on Accumulation Value

The guaranteed interest rate applied in the calculation of the accumulation value is .36748% per month, compounded monthly. This is equivalent to 4 1/2% per year, compounded yearly. Interest in excess of the guaranteed rate may be applied in the calculation of the accumulation value in a manner which our Board of Directors determines. However, interest in excess of .36748% per

month, compounded monthly, will not apply to any part of the accumulation value that is less than the Guaranteed Interest Base, which is shown on the Policy Data Page.

The interest rate applied to any portion of the accumulation value which represents a loan may be less than the interest rate applied to the rest of the accumulation value.

Monthly Deduction

"Monthly deduction", as used in this policy, refers to a charge which is made against the accumulation value. It does not refer to your premium payment.

The monthly deduction for a policy month will be calculated as 1, plus 2, plus 3, plus 4 ($1 + 2 + 3 + 4$), where:

1
Is the cost of insurance (as described below) and the cost of any rider benefits for the policy month;

2
Is the Monthly Policy Charge. This charge and the Term during which it is applied is shown on the Policy Data Page;

3
Is the Monthly Amount Charge per \$1000 (shown on the Policy Data Page) multiplied by the Face Amount divided by \$1,000.

This charge applies to the Initial Face Amount and to any increases in Face Amount during the Term shown on the Policy Data Page. The Term applies to the Initial Face Amount from the Effective Date of the policy and to any increases in Face Amount from the effective date of that increase. This charge is not made if the increase in Face Amount is due solely to a change of Death Benefit from the Additional Amount Option to the Level Amount Option. This charge applies to the Face Amount of the Additional Insured Rider in the same way that it applies to this policy's Face Amount; and

4
Is the Monthly Administrative Charge shown on the Policy Data Page. This charge applies in all policy years. The Monthly Administrative Charge is subject to change but will not exceed \$5.

Cost of Insurance

We determine the cost of insurance on a monthly basis. The cost of insurance is determined separately for the Initial Face Amount and any increases made later. If the Level Amount Option is in effect and there have been increases in the Face Amount, then the accumulation value will first be considered to be a part of the Initial Face Amount. If the accumulation value on the Monthly Anniversary Date exceeds the Initial Face Amount, it will be considered to be a part of any increases in Face Amount in the order of these increases. The cost of insurance is calculated as 1 multiplied by the result of 2 minus 3 [$1 \times (2 - 3)$] where:

1
Is the cost of insurance rate as described in the Cost of Insurance Rates provision;

2
Is the Death Benefit at the beginning of the policy month, divided by 1.0036748; and

3
Is the accumulation value at the beginning of the policy month.

Cost of Insurance Rates

The monthly cost of insurance rate for this policy is based on the insured's sex, attained age, and premium rate class as shown on the Policy Data Page. If your Death Benefit is a percentage of the accumulation value as described under the definition of "Death Benefit" in Level Amount Option, item 2, or Additional Amount Option, item 2, the premium rate class with the most recent effective date will apply. Attained age means age last birthday on the prior policy anniversary. We will determine monthly cost of insurance rates based upon expectations as to future cost factors. Any change in cost of insurance rates will apply to all in the same insurance class whose policies have been in force for the same period of time.

The cost of insurance rates for those in other than a rated premium class can never be greater than those shown in the Table of Monthly Guaranteed Cost of Insurance Rates. For Face Amounts for insureds in a rated premium class, the guaranteed cost of insurance rates are calculated by multiplying the rates shown in the Table of Guaranteed Cost of Insurance Rates by the Premium Class Rating Factor shown on the Policy Data Page. The guaranteed maximum rates are based on the Commissioners 1958 Standard Ordinary Mortality Table.

Basis of Computations

Guaranteed cash values are based on the Commissioners 1958 Standard Ordinary Mortality Table, age last birthday, with interest at 4 1/2% per year, compounded yearly. Where required, a detailed statement of the method of computation of cash values under

this policy has been filed with the insurance department of the state in which this policy was delivered. Cash values under this policy are not less than the minimums required by the state in which this policy was delivered.

Nonforfeiture Provisions**Continuation of Insurance (Extended Insurance)**

In the event planned periodic premiums are not continued, insurance coverage under this policy and any benefits provided by a rider will be continued until the cash value minus any policy loans is not large enough to cover the monthly deduction. In this event, the policy will continue in force until the end of the

grace period. (See the Grace Period provision.) The Face Amount and Death Benefit Option during the continuation of insurance will be the same as when planned periodic premiums were last being paid unless you make later changes in the Face Amount.

Paid-up Option

At any time before the policy anniversary following the insured's 95th birthday, you may use the cash value minus any policy loans to purchase single premium paid-up life insurance. The amount by which this insurance exceeds its cash value cannot be greater than the amount by which this policy's death benefit exceeds this policy's accumulation value. On the policy anniversary following the insured's 95th birthday, the cash value minus any policy loans will automatically be

used to purchase single premium paid-up life insurance. We base the single premium for paid-up insurance on the insured's sex, age, and premium classes at the time this option is exercised and the single premium life insurance rates in effect at that time. These rates may not exceed the net single premium rates based on the Commissioners 1958 Standard Ordinary Mortality Table, age last birthday, with 4 1/2% interest.

Cash Value, Full Cash Surrender, and Partial Withdrawal Benefits	<p>Cash Value</p> <p>The cash value of this policy is the accumulation value minus any Surrender Charge.</p>
	<p>Surrender Charge</p> <p>The Surrender Charge is a charge against the accumulation value. The amount and duration of the Surrender Charges is shown on the Table of Surrender Charges on the Policy Data Page.</p> <p>Additional Surrender Charges will apply to any approved increase in the Face Amount and increases to this policy resulting from the Insured's Cost of Living Rider, if attached to this policy. We will send you written notice of the amount and duration.</p> <p>This charge is not made if the increase in Face Amount is due solely to a change of Death Benefit from the Additional Amount Option to the Level Amount Option.</p> <p>Any decrease in Face Amount will not reduce the original or any additional Surrender Charges.</p>
	<p>Full Cash Surrender</p> <p>You may surrender this policy for its full cash value by sending us written notice. The amount of the cash surrender will be equal to the cash value minus any policy loans.</p> <p>The cash value within 30 days after a policy anniversary may not be less than the cash value on such anniversary, minus any subsequent partial withdrawals.</p>
	<p>Partial Withdrawal</p> <p>After the first policy year, you may withdraw part of your policy for cash by sending us written notice. The amount of any partial withdrawal must be at least the minimum partial withdrawal we currently require. The maximum partial withdrawal equals the cash value times the Percent of Partial Withdrawal shown on the Policy Data Page but not to exceed the amount available at full cash surrender. Only one partial withdrawal is allowed in any policy year. The accumulation value is reduced by the amount of the partial withdrawal.</p> <p>If the Level Amount Option is in effect, the Face Amount will be reduced by the amount of the partial withdrawal requested. The Face Amount after withdrawal may not be less than the Minimum Face Amount shown on the Policy Data Page. We have the right to wait to pay for up to six months after we receive notice.</p> <p>The reductions in Face Amount due to any partial withdrawal will be applied in the following order:</p> <ol style="list-style-type: none"> 1 To the most recent increase in Face Amount; 2 To the next most recent increases in Face Amount; then 3 To the initial Face Amount or the current Face Amount if smaller.
Policy Loans	<p>Cash Loans</p> <p>After the first policy year, if this policy has a loan value, you may use it as security to take out a loan from us. We will not lend you more than the loan value. We will deduct any unpaid policy loans before paying the proceeds.</p> <p>The loan value is the total of:</p> <p>The cash value.</p> <p>Minus unpaid policy loans.</p> <p>Minus loan interest to the end of the then current policy year.</p>

Policy Loans	<p>Cash Loans</p> <p>After the first policy year, if this policy has a loan value, you may use it as security to take out a loan from us. We will not lend you more than the loan value. We will deduct any unpaid policy loans before paying the proceeds.</p> <p>The loan value is the result of 1 minus 2 minus 3 [1 - 2 - 3] where:</p> <p>1 Is the cash value;</p> <p>2 Is any unpaid policy loans; and</p> <p>3 Is the loan interest to the end of the then current policy year.</p> <p>If the policy loan exceeds the cash value, the policy will lapse.</p>
	<p>Loan Interest</p> <p>We charge interest at the Policy Loan Interest Rate shown on the Policy Data Page.</p> <p>On the date of the loan, interest is due in advance until the next policy anniversary. After that, interest for each full year is due in advance. Unpaid interest becomes a part of the existing loan, and we charge interest on it.</p>
	<p>Repayment</p> <p>You may repay all or part of any policy loan during the insured's lifetime. If not repaid during the insured's lifetime, we deduct the policy loan from the proceeds.</p> <p>When you make a payment on a policy loan, you must tell us that you are making a loan payment.</p> <p>When there is an outstanding policy loan, we reserve the right to consider the sum of any payments, planned or unscheduled, we receive as policy loan repayments and not as premium payments.</p>
Beneficiary	<p>The beneficiary is named to receive the proceeds to be paid at the insured's death. You may name one or more beneficiaries on the application. Later, you may name, add, or change beneficiaries by written request as described below. You may also choose to name a beneficiary whom you cannot change without his or her consent. This is an irrevocable beneficiary.</p> <p>Naming, Adding, or Changing Beneficiaries</p> <p>You can name, add, or change beneficiaries by written request if all of these are true:</p> <p>1 This policy is in force;</p> <p>2 The insured is alive; and</p> <p>3 We have the written consent of all irrevocable beneficiaries.</p> <p>A change will take effect as of the date it is signed but will not affect any payment we make or action we take before receiving your notice.</p>
	<p>Paying Proceeds</p> <p>We pay death proceeds in the following order:</p> <p>1 Collateral assignees, if any, have first priority;</p> <p>2 The beneficiary, if any, receives any proceeds that remain. If there is more than one beneficiary, each receives an equal share, unless you have requested another method in writing. To receive proceeds, a beneficiary must be living on the 10th day after the insured's death; then</p> <p>3 If there are no beneficiaries, you receive any proceeds that remain.</p>

Control of Policy	Ownership
<p>As owner, you have the rights and duties outlined in this policy. However, we need the written consent of all irrevocable beneficiaries if you wish to do any of these:</p> <p>1 Surrender this policy or make a partial withdrawal for cash;</p> <p>2 Receive a cash loan;</p> <p>3 Exercise the Paid-up Option before the insured's age 95;</p> <p>4 Change the owner;</p> <p>5 Name or change a contingent owner;</p>	<p>6 Add either a Children's Insurance Rider or an Additional Insured Rider or make an increase in either rider's Face Amount that requires proof of insurability;</p> <p>7 Change a beneficiary;</p> <p>8 Choose or change a Settlement Option; or</p> <p>9 Assign this policy or any of its benefits as collateral.</p> <p>We also need the written consent of any collateral assignee if you wish to do 1 through 6 above. Your rights, as outlined in this policy, end at the insured's death.</p>
	<p>Collateral Assignment</p> <p>You can assign the benefits of this policy as collateral for a debt. This limits your rights to the cash value and the beneficiary's rights to the proceeds. A collateral assignment does not change the owner. A collateral assignee does not have ownership rights.</p>
<p>Changing Ownership</p> <p>You can change the owner of this policy by sending us written notice. This is called an "absolute assignment." You transfer all your rights and duties as owner to a new owner. The new owner can then make any change the policy allows.</p> <p>You can also name a contingent owner who will own this policy at your death. You may name, change, or withdraw a contingent owner by sending us written notice.</p>	<p>An assignment is not binding on us until we receive written notice of it. We assume no responsibility as to the validity of any assignment. When we pay proceeds, we may rely on what the collateral assignee states as the debt due.</p> <hr/> <p>An absolute assignment or contingent owner request</p> <hr/> <p>Does not change the coverage or the beneficiary;</p> <hr/> <p>Applies only if we receive your notice.</p> <hr/> <p>Takes effect from the date signed;</p> <hr/> <p>Does not affect any payment we make or action we take before receiving your notice; and</p> <hr/> <p>Is not a collateral assignment.</p>

Settlement Options

Settlement Options are ways of paying the proceeds of this policy. These options apply to:

1

Payment of proceeds at death; and

2

Proceeds payable upon full cash surrender of this policy for its cash value.

We pay the proceeds to a payee. A payee is one to whom we may pay part or all of the proceeds or interest. The primary payee is the first person to whom benefits are payable. If the primary payee dies before we have made all payments under Option 2, 3, or 4, we pay the remaining payments to any contingent payee. We pay the proceeds in one sum, unless one or more of the following options are requested and we agree to it. We will also use any other method of payment that is acceptable to you and to us.

Under Options 2, 3, 4, and 5 we pay the first installment as of the date we issue a supplemental contract to pay the proceeds.

Under Option 6 we pay the first installment at the end of the interval it applies to.

Option 1

The proceeds are left with us to earn interest. The right of withdrawal, the length of time we will hold the proceeds, and any future option change are subject to our approval.

Option 2

We pay the proceeds with interest in equal installments for the amount you choose at equal intervals until the proceeds and interest are all paid. The interval you choose may be a month, 3 months, 6 months, or a year. The amount chosen for each installment must be such that the total installments payable in any 12 months is at least 7% of the total amount of the proceeds.

The last installment will be for the remaining proceeds and interest and might not be equal to the other installments.

Option 3

We pay the proceeds in equal installments at equal intervals for the number of years you choose. The interval may be a month, 3 months, 6 months, or a year. Use the Option 3 Table to determine the amount of each installment. If you ask, we will tell you the payment amounts for numbers of years or intervals not shown.

Option 3 Table

Number of Years	Monthly Payments Per \$1000 of Proceeds
5	\$18.12
10	\$ 9.83
15	\$ 7.10
20	\$ 5.75
25	\$ 4.96

Option 4

The proceeds are used to provide an annuity with 60, 120, 180, or 240 months "certain." This means that we continue paying the primary payee in equal monthly installments for as long as the primary payee lives with a number of months "certain." "Certain" means that we make payments for at least as long as the period you choose (either 60, 120, 180, or 240 months), no matter when the primary payee dies. If the primary payee dies before the "certain" period ends, the remaining payments are payable to the contingent payee.

We compute the installments using the calendar year in which the proceeds are applied and the payee's sex and age at that time. We require written proof of the payee's age. The Option 4 Table shows the amount of each installment for a 120-month "certain" period plus as long after as the primary payee lives. We compute the amount of each installment for the other "certain" periods on a similar basis. If you ask, we will tell you any of these payment amounts.

Option 4 Table

Monthly Income
Per \$1,000 of Proceeds

Monthly Income with 120 Months
Certain if Year of Settlement is:

Male Age	1980- 1984	1985- 1989	1990- 1994	After 1994
-------------	---------------	---------------	---------------	---------------

50	\$5.41	\$5.15	\$4.86	\$4.50
55	5.81	5.56	5.26	4.88
60	6.31	6.07	5.77	5.38
65	6.92	6.71	6.42	6.03
70	7.63	7.46	7.21	6.85

Female Age	1980- 1984	1985- 1989	1990- 1994	After 1994
---------------	---------------	---------------	---------------	---------------

50	\$5.09	\$4.84	\$4.56	\$4.23
55	5.44	5.19	4.90	4.56
60	5.88	5.65	5.35	5.00
65	6.45	6.24	5.95	5.58
70	7.19	7.00	6.74	6.38

Option 5

The proceeds are used to provide a "joint and two-thirds to survivor" life income for two payees. We make monthly payments jointly to the two payees as long as they both live. When one payee dies, the other receives two-thirds of the amount of the joint monthly payment for life. Payments stop when both payees have died. We compute the payment amounts using the calendar year

in which the proceeds are applied and the payees' sexes and ages when the proceeds are applied. The original monthly payment for joint payees, one male and one female, is shown for selected ages in the Option 5 Table. We will quote values for other age and sex combinations upon request.

Option 5 Table

Original Monthly Installment
for Each \$1,000 of Proceeds
According to the Age
and Sex of Each Payee.

Female Age	Male Age		
	60	65	70
60	\$5.65	\$5.95	\$6.29
65	\$5.99	6.36	6.77
70	\$6.39	6.86	7.39

Option 6 (Annuity Option)

The proceeds are used to provide an annuity. Each annuity installment is 103% of the payment that we would make if the payee had used the proceeds to buy a similar, nonparticipating, single premium immediate annuity at our rates on the date the proceeds are applied. We pay these installments at the end of the interval they apply to. We will not apply this option if a similar option would be more favorable to the payee when proceeds are applied.

Choosing Options

Settlement Options are chosen or withdrawn by making a written agreement with us or by sending us written notice. Our approval is needed for an option to be chosen or withdrawn. Before the insured's death, only you can choose or withdraw an option. After the insured's death, a beneficiary may choose an option depending on prior restrictions made by you or a collateral assignee. A change of beneficiary or owner withdraws all chosen options; you must choose again any options you want.

We issue a supplemental contract for proceeds applied under any option. We need not accept an option where less than \$2,500 will be applied for each payee. In this case, we may pay a payee's proceeds in one sum. Under an installment option, each payment must be at least \$25. If needed, we may increase the time between payments to 3 months, 6 months, or a year to make each payment at least \$25.

Settlement Options
(Continued)**Death of Payee**

Unless we have agreed otherwise, if a payee dies after we have paid or credited proceeds under Option 1, we will pay the proceeds and any unpaid interest in one sum to the payee's estate. Unless we have agreed otherwise, if a payee dies after we have paid or credited proceeds under Option 2, 3, or 4, we will pay the remaining payments to any contingent payees. If there are no contingent payees, we pay the following amounts to the primary payee's estate:

1

Under Option 2 - any unpaid sum left with us plus any unpaid interest on that sum;

Protection of Proceeds

Unless we have agreed otherwise, a payee may not do any of the following:

1

Withdraw any part of the proceeds or interest;

2

Change the fixed payment intervals or the length of the payment period;

3

Change the settlement option;

4

Change the amount of payment;

5

Surrender the supplemental contract for cash;

Interest on Settlement Options

We base the interest rate for funds under Options 1 and 2 on the interest rate we declare on funds that we consider to be in the same classification based on the option, restrictions on withdrawal, and other factors. The interest rate will never be less than 3 1/2% a year compounded annually.

2

Under Option 3 - the commuted value (based on 3 1/2% a year compound interest) of any unpaid installments; or

3

Under Option 4 - the commuted value (based on 3 1/2% a year compound interest) of any unpaid installments remaining in the "certain" period.

6

Borrow against the supplemental contract; or

7

Assign the supplemental contract.

If the payee chooses Option 1, 2, or 3, the payee may change the option and transfer the funds that remain to a new option. This applies unless prevented by a written agreement with us.

A payee's creditors may not claim any of the proceeds or interest. This provision applies unless altered by federal or state law.

In determining amounts to be paid under Options 3 and 4, we assume interest at 3 1/2% a year compounded annually. Also, for Option 3 and "certain" periods under Option 4, we credit any excess interest we may declare on funds that we consider to be in the same classification based on the option, restrictions on withdrawal, and other factors.

General Provisions**Payment of Proceeds**

We pay all proceeds from this policy from our Home Office in Minneapolis, Minnesota. Before paying the proceeds, we may require that you send us this policy. We make payments under Settlement Options 4, 5, and 6 only to a natural person in that person's own right. In settling this policy, we deduct all policy loans, unpaid loan interest, and unpaid monthly deductions due on or before the insured's death.

1

The date we pay proceeds, or

2

The date we issue a supplemental contract,

whichever is earlier.

Interest on these funds is never less than
3 1/2% compounded annually.

We pay interest on the proceeds at death for the time between the insured's death and:

Incontestability

This policy has a 2 year contestable period running from the Issue Date shown on the Policy Data Page. After this policy has been in force during the insured's lifetime for 2 years from the Issue Date, we cannot claim your policy is void or refuse to pay any proceeds with respect to the Initial Face Amount unless the policy has lapsed.

If you make a Face Amount increase or premium payment that requires proof of insurability, the corresponding Death Benefit increase has its own 2 year contestable period running from the effective date of the increase in Death Benefit.

If this policy is reinstated, this provision will be measured from the date of reinstatement.

Age and Sex

If the insured's age or sex is misstated, we adjust the proceeds by the difference between the monthly deductions made and those that should have been made. In adjust-

ing the proceeds we will use the interest rates we have credited on the accumulation value at the time the deductions were originally made.

Suicide

If the insured commits suicide, while sane or insane, within 2 years of the Issue Date, we only refund all premiums already paid on this policy and any attached riders, minus any policy loans, and minus partial withdrawals.

Also, if the insured commits suicide, while sane or insane, within 2 years of the effective date of an increase in Face Amount or premium payment that requires proof of insurability, for the proceeds associated with that increase, we only refund the cost of insurance for that increase.

Termination

This policy ends when any of the following occur:

1

The end of the grace period if the required premium is not paid;

2

The insured dies;

3

You ask us in writing to surrender this policy for its full cash value; or

4

The policy anniversary following the insured's 95th birthday.

If we make a monthly deduction from the accumulation value after terminating this policy, the deduction is not considered a reinstatement of the policy or a waiver of the terminations. That deduction will be credited to the accumulation value as of the date of the deduction.

Annual Report

Each year we will send you free of charge an annual report showing your cash value and accumulation value as of the date of the report, the premiums paid, interest credited,

and the loans and charges since the last report. We will send you additional reports for a fee upon request.

Projection Report

If you ask, we will provide a report which shows projected future results. The report will be based on the following assumptions:

3

Accumulation value at the end of the prior policy year; and

1

The Death Benefit Option you specify;

4

Any other necessary assumptions specified by you or us.

2

Planned periodic premiums you specify;

We will charge a fee for each report.

Deferment

We may defer granting a loan or paying any cash surrender or partial withdrawals for the period law permits, but not beyond 6 months. We cannot defer granting a loan solely to pay premiums on one of your policies with us. If

we defer paying the cash surrender or partial withdrawal for 30 days or more, we pay interest at 3-1/2% a year from the surrender or withdrawal date to the payment date.

Nonparticipating

This contract does not entitle you to participate in our surplus.

Amendment

We reserve the right to amend this policy in order to include any future changes relating to this policy's remaining qualified for treatment as a Life Insurance policy under the following:

regulations;

- The Code;
- Internal Revenue Service rulings and

- Any requirements imposed by the Internal Revenue Service.

We will send you a copy of any amendments promptly.

Disclaimer

We are not liable for any tax or tax penalty you owe resulting from failure to comply with

the requirements of the Code, Regulations and Rulings imposed on this policy.

Insured's Automatic Cost of Living Increase Rider

This rider is a part of the base policy whose number is shown below. If not shown below, the Base Policy Number is shown on the Policy Data Page.

Rider Data	Base Policy Number	
Definitions	The Insured	The person insured under the base policy. The insured is shown on the Policy Data Page.
	You, Your	The current owner of the base policy.
	We, Us, Our	Northwestern National Life Insurance Company at our Home Office in Minneapolis, Minnesota.
	Written, in Writing	A written request or notice, signed and dated, and received at our Home Office, in a form we accept. You may get forms for this purpose from us.
	Increase Date	A date on which we make a cost of living increase according to the terms of this rider.
	CPI	The U.S. Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor. We will substitute what we believe is an appropriate index for the CPI if: <ol style="list-style-type: none"> 1 The composition of, base of, or method of calculating the CPI changes so that, in our opinion, it is not appropriate for use with this rider; or 2 The publication of the CPI is delayed or ceases. <p>If required, we will file a detailed description of any alternate price index with the Insurance Department of the state where this rider is issued.</p>



Northwestern National Life Insurance
Company

Box 20
Minneapolis
Minnesota 55440

Executed at our
Home Office

John G. Turner President

Royce N. Sanner Secretary

Benefits and Monthly Deductions	<p>We will increase the Face Amount of the base policy on the Increase Dates under the terms of this rider. We will make these cost of living increases without requiring proof of insurability.</p> <p>On each Increase Date, the monthly deduction will be increased to account for:</p>	<p>2</p> <p>The Monthly Amount Charge per \$1,000 which applies to each increase for the 12 policy months following the Increase Date. The premium class for these increases is the class for the Insured's CPI Increase Base shown on the Policy Data Page.</p>
	<p>1</p> <p>The larger cost of insurance; and</p>	<p>If there is a waiver of monthly deduction rider attached to the base policy, its cost will also increase and be part of the cost of insurance.</p>
Determining Increase Dates	<p>Increase Dates normally occur every 2 years, beginning with the first Monthly Anniversary Date 2 years after the Rider Issue Date. But, if you increase the Face Amount of the base policy 10% or more, and if this increase requires written proof of insurability, then the</p>	<p>next Increase Date is the first Monthly Anniversary Date 2 years after the increase. If this rider ends and is then reinstated, the next Increase Date after reinstatement is the first Monthly Anniversary Date 2 years after the reinstatement date.</p>
Calculating a Cost of Living Increase	<p>The Increase Factor is:</p> $\frac{\text{The CPI 5 months before an Increase Date}}{\text{The CPI 29 months before an Increase Date}} - 1$ <p>If the Increase Factor is 0 or less, we make no change. If the Increase Factor is greater than</p>	<p>0, we multiply it by the Insured's CPI Increase Base shown on the Policy Data Page. We round the result to the next higher \$500. We will not permit an increase higher than the Maximum Increase Amount for the Insured, which is shown on the Policy Data Page. The Maximum Increase Amount for the insured is 20% of the insured's CPI Increase Base, or \$50,000, whichever is less.</p>
Accepting or Refusing an Increase	<p>We will notify you of the amount of each cost of living increase at least 30 days before its effective date. If you do not wish to accept the full amount of an increase, you must notify us in writing or return our notice to us before the effective date of that increase.</p> <p>If you do not accept the full amount of each cost of living increase before the insured reaches age 21, we will not offer you any</p>	<p>further increases until the policy anniversary that next follows the insured's age 21. If you do not accept the full amount of an increase at that time, this rider ends. This rider also ends if you reject the full amount of a cost of living increase at any time after the insured's age 21. However, you may reinstate this rider if you give us written proof of insurability for the insured.</p>
Benefits When Monthly Deductions Are Waived	<p>If the insured becomes eligible for benefits under a waiver of monthly deduction rider, cost of living increases are not available. If the insured recovers from the disability and we are notified in writing, the next Increase</p>	<p>Date is the next Monthly Anniversary Date 2 years after we receive the notice, unless the rider has otherwise ended. Future Increase Dates then follow as shown above in "Determining Increase Dates."</p>

Termination	This rider ends:	
	1. On the policy anniversary next following the insured's 55th birthday;	4. On the date you refuse the full amount of a cost of living increase on or after the insured's 21st birthday, or
	2. When the base policy ends;	5. If you ask us in writing to end this rider. In this case, we may ask that you return the policy and rider so that we can endorse them.
	3. If the Paid-up Option of the base policy is chosen;	After this rider ends, we will make no further cost of living increases.
General Provisions	All base policy provisions apply to this rider, unless changed by this rider.	

Term Insurance Rider (TIR)

This rider is a part of the base policy whose number is shown below. If not shown below, the Rider Data is shown on the Policy Data Page.

Rider Data	Base Policy Number	
Definitions	The Insured	The person insured under the base policy and this rider as shown on the Policy Data Page.
	You, Your	The owner of the base policy as shown on the Policy Data Page.
	We, Us, Our	Northwestern National Life Insurance Company at our Home Office in Minneapolis, Minnesota.
	Written, in Writing	A written request or notice, signed and dated, and received at our Home Office in a form we accept. You may get forms for this purpose from us.
Benefits	When we have written proof that the insured died while this rider was in force, we will pay the TIR Face Amount then in force.	policy settlement option. After the insured dies, a beneficiary may choose a different settlement option, if we agree, and if you have not previously restricted the beneficiary's right to do so by written notice to us.
	While the insured is living, you may choose to have the proceeds applied under any base	
Beneficiary	The beneficiary of the proceeds of this rider is the beneficiary of the proceeds of the base policy.	apply to this rider. If you assign the benefits of this rider as collateral for a debt, this limits the beneficiary's rights to the proceeds.
	When you name, add, or change a beneficiary of the base policy the change will also	
Cost of Insurance and Monthly Amount Charges	The total monthly deduction for this rider includes the sum of 1 plus 2 where:	charge applies to the first 12 months following the Rider Effective Date; and
	1 Is the Monthly Amount Charge per \$1,000, as shown on the policy data page, times the TIR Face Amount, divided by 1000. This	2 Is the TIR Face Amount times the monthly cost of insurance rate described below.



Northwestern National Life Insurance Company

Box 20
Minneapolis
Minnesota 55440

Executed at our
Home Office

John G. Turner President

John G. Turner

Royce N. Sanner Secretary

Royce N. Sanner

Cost of Insurance Rates	<p>We base the monthly cost of insurance rate for this rider on the insured's sex, attained age, and premium class as shown on the Policy Data Page. Attained age means age at the last birthday on the prior policy anniversary. We will determine monthly cost of insurance rates based upon our expectations of future mortality experience for this rider. Any change in cost of insurance rates for this rider will apply to all in the same insurance class.</p> <p>The cost of insurance rates for those in other than a rated premium class can never be</p>	<p>greater than the rates shown in the Table of Monthly Guaranteed Cost of Insurance Rates in the base policy. For those in a rated premium class, the guaranteed cost of insurance rates are calculated by multiplying the rates shown in the Table of Guaranteed Cost of Insurance Rates by the Premium Class Rating Factor shown on the Policy Data Page. The guaranteed maximum rates are based on the Commissioners 1958 Standard Ordinary Mortality Table.</p>
Paying Proceeds	<p>We pay proceeds in the following order:</p> <ol style="list-style-type: none"> 1 Collateral assignees, if any, have first priority; 2 The beneficiary, if any, receives any proceeds that remain. If there is more than one beneficiary, each receives an equal share, unless 	<p>you have requested another method in writing. To receive proceeds, a beneficiary must be living on the 10th day after the death of the person insured under this rider; then</p> <ol style="list-style-type: none"> 3 If there are no beneficiaries, you receive any proceeds that remain.
Conversion	<p>This rider may be converted to a new individual whole life insurance policy for the insured without proof of insurability only:</p> <ol style="list-style-type: none"> 1 While the insured is alive; 2 While this rider is in force; and <p>The New Policy</p> <p>The amount of the new policy may be for an amount up to the TIR Face Amount in force at the time of the conversion. The date of the new policy will be the date of the conversion. The new policy, which will be in the same premium class as this rider, can be on any of our plans in use at the time of the conversion that:</p> <ol style="list-style-type: none"> 1 We would normally issue; 2 Provide for a level amount of insurance with level premiums; 3 Have level premiums that are at least equal to those of the whole life plan we offer that has the lowest level premiums; 	<ol style="list-style-type: none"> 3 Before the insured reaches age 75. <p>Application for conversion must be in writing. Only you may apply. If you wish to convert your policy, we may require that you send us the base policy and this rider so that we can endorse them.</p> <ol style="list-style-type: none"> 4 Do not participate in our surplus; and 5 Do not contain any benefits or rights involving a greater aggregate risk, relative to premium, than is insured under this rider. However, the new policy may contain a disability waiver benefit provision on the insured if you give us written proof of insurability for the insured.

Termination	This rider ends:	policy and this rider so that we can endorse them. This rider will end on the first Monthly Anniversary Date after we receive your written request to end this rider; or
	1 On the Rider Expiry Date shown on the Policy Data Page;	
	2 If this rider is converted;	5 If the Paid-up Option of the base policy is chosen.
	3 If the base policy is surrendered or ends;	After this rider ends, we are not liable for its benefits, even if we have included the cost of insurance and monthly amount charges for this rider in the total monthly deduction for the base policy. We will refund any such amounts that we deduct after this rider ends.
Reinstatement	4 If you ask us in writing to end this rider. In this case, we may ask that you return the	
	If the base policy lapses, this rider will also lapse. You can reinstate this rider if:	1 Give us proof of your insurability; and
	1 This rider was in effect when the base policy lapsed;	2 Pay a premium large enough to keep the base policy and this rider in force for at least 6 months.
	2 The Rider Expiry Date has not occurred; and	The base policy may be reinstated without this rider, in which case proof and payment for this rider are not needed.
Age and Sex	3 You reinstate the base policy.	
	To reinstate this rider, you must do both of the following:	
	If the insured's age or sex is misstated, we adjust the proceeds by the difference between the monthly deductions made and those that should have been made.	
Suicide	The Suicide provision of the base policy applies to this rider from the Rider Effective Date in the same way that it applies	to the base policy from the base policy's Issue Date.
Incontestability	If you apply for this rider with the base policy, the Incontestable provision of the base policy applies to this rider from the Rider Effective Date. If you apply for this rider after the base policy has been issued, the Incontestable provision of the base policy applies to this rider from the Rider Effective Date, with respect to statements made in the rider application. During this 2-year period, we may ask for information that could lead to our contesting this rider or refusing to pay its benefits.	After this rider has been in force for 2 years from the Rider Effective Date, we cannot claim this rider is void or refuse to pay any benefits with respect to the TIR Face Amount, unless this rider has lapsed for non-payment of premiums. If this rider is reinstated, this provision will be measured from the reinstatement date with respect to statements made in the application for reinstatement.
General Provisions	This rider does not increase any cash or loan values of the base policy.	All base policy provisions apply to this rider, unless changed by this rider.

Tax Endorsement Rider

This endorsement is a part of the Flexible Premium Adjustable Whole Life Insurance Policy to which it is attached. The endorsement amends the policy in order to qualify the policy for treatment as a Life Insurance policy under the Internal Revenue Code of 1954 (the Code), as amended. This endorsement is issued as of the policy date of this policy unless a different date is shown here: _____.

This policy's provisions are changed as shown:

1. Options A and B of the Death Benefit are changed to read as follows:

Option A (Level Amount Option)	The Face Amount includes the Accumulation Value. In this case, the Death Benefit is the greater of:
	1 The Face Amount on the date of death; or
	2 The Accumulation Value multiplied by a corridor percentage, according to the insured's attained age, as shown in the Corridor Percentage Table below.
Option B (Additional Amount Option)	The Accumulation Value is in addition to the Face Amount. In this case the Death Benefit is the greater of:
	1 The Face Amount plus the Accumulation Value on the date of death; or
	2 The Accumulation Value multiplied by a corridor percentage, according to the insured's attained age, as shown in the Corridor Percentage Table below.

CORRIDOR PERCENTAGE TABLE

Attained Age	Corridor Percentage	Attained Age	Corridor Percentage	Attained Age	Corridor Percentage	Attained Age	Corridor Percentage
0-40	250%	54	157%	68	117%	82	105%
41	243	55	150	69	116	83	105
42	236	56	146	70	115	84	105
43	229	57	142	71	113	85	105
44	222	58	138	72	111	86	105
45	215	59	134	73	109	87	105
46	209	60	130	74	107	88	105
47	203	61	128	75	105	89	105
48	197	62	126	76	105	90	105
49	191	63	124	77	105	91	105
50	185	64	122	78	105	92	105
51	178	65	120	79	105	93	105
52	171	66	119	80	105	94	105
53	164	67	118	81	105	95	105



Northwestern National Life Insurance Company

Box 20
Minneapolis
Minnesota 55440

Executed at our
Home Office

John G. Turner President

John G. Turner

Hoyce N. Sanner Secretary

Hoyce N. Sanner

2. The fourth paragraph of the Premiums section is changed to read as follows:

Even though Planned Periodic Premiums and Unscheduled Additional Premiums state otherwise, we reserve the right to refuse to accept any premium which would disqualify your policy for favorable tax treatment under the Code. However, if premiums paid during any Policy Year exceed the maximum permit-

ted under the Code, we will return the excess premiums with interest to you within 60 days after the end of the policy year. However, you have the right to pay the premium required to keep this policy in force to the end of the policy year.

B2-076-716

LEONARD, WILLIAM J JR
AMENDMENT TO ORIGINAL APPLICATION

HAYES AGENCY 6345

6778

Northwestern National Life Insurance Company
Minneapolis, Minnesota

I hereby amend my application for insurance dated SEPTEMBER 13, 1986
in the following particulars, agreeing that this amendment is to be made a part of my application and considered
as a basis of the contract for insurance:

PART I

SECTION D

AMOUNT OF BASIC POLICY \$50,000 OPTIONAL

PLAN - "THE PLAN 3" NON-SMOKER

PREMIUM CLASS - NON-SMOKER

TERM RIDER - \$50,000 NON-SMOKER

DEATH BENEFIT OPTION - A. LEVEL AMOUNT

I AUTHORIZE NNL TO USE CREDIT FROM POLICY NUMBER B2-074-922 AND TO APPLY
\$ TO POLICY NUMBER B2-076-716.

The copy attached in the policy—and this
copy—must be signed as indicated.

Return this copy properly signed to the Home
Office promptly.

12571 7-89

Dated at OPELIKA, ALABAMA

this

21st

day of

Oct, 1986
+ William J. Leonard
Signature of Life Proposed

Leonard v. ReliaStar

RLI 00031

Signature of Owner
(If other than Life Proposed)

Life Insurance Application



This application consists of Part I in all cases; Parts II, IV, V, and VI when required by the underwriting rules of the Company. Part III is a medical examination.

139498

Part I

A. Proposed Insured (You) (include maiden or former name)				
WILLIAM J. LEONARD JR.				
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Birthdate (month, day, year) Redacted	Birthplace (state, country) AL USA	Residence telephone number Redacted	
Residence street address Redacted		City Opelika	State AL	Zip code 36801
County LEE				
Address for premium notices if other than residence				
B. <input type="checkbox"/> Owner <input type="checkbox"/> Recognized Applicant Name Birthdate (month, day, year)				
(if other than Proposed Insured)				
C. <input type="checkbox"/> Contingent Owner Name Birthdate (month, day, year)				
<input type="checkbox"/> Contingent Recognized Applicant				

D. Insurance Information

Amount of basic policy 150,000	Policy kind PLAN 4-UL	Redacted	
Whole life premium waiver? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Term premium waiver? <input type="checkbox"/> Yes - A <input type="checkbox"/> Yes - B <input checked="" type="checkbox"/> No	Waiver on Recognized Applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Universal life death benefit option <input checked="" type="checkbox"/> A Level amount <input type="checkbox"/> B Increasing amount
Riders	Amount	Is automatic premium loan wanted, if available? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* "yes" select one of the following <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited
Accidental Death Benefit	\$	Pay policies: Dividends shall purchase paid-up additions (Option 2) unless another option is selected	
Future Purchase Option	-	<input type="checkbox"/> Applied to premium (Option 1) <input type="checkbox"/> Cash (Option 3)	
Additional Insured Rider <input type="checkbox"/> Non-smoker		<input type="checkbox"/> Left on deposit (Option 4) <input type="checkbox"/> Other	
Spouse Insurance Rider			
Children Insurance Rider			
Term Insurance Rider			
Other			

E. Beneficiary

Unless otherwise stated, the beneficiary designation is revocable and beneficiaries of like class survive with right of survivorship.

Name, address, birthdate and relationship to Proposed Insured (if corporation, list state of incorporation)	Redacted
SANDRA G. LEONARD - WIFE	
Contingent beneficiary	Redacted
DIVIDE EQUALLY AMONG CHILDREN	

F. Declarations by Proposed Insured

1. Life insurance in force (if none, please write "none")			
Company	Personal Business Life amount	Accidental Death Benefit amount	Date issued
GROUP TERM	26,000	26,000	80
OPTIONAL GROUP	88,000		81

3745-3

2074922

Leonard v. ReliaStar
RLI 00032

Part I continued

Yes No If "yes", give details here or in Part IV

2. Have you smoked cigarettes in the last 12 months?

Redacted

3. Have you used tobacco in any other form in the last 12 months?

4. Will any existing life or annuity contracts be replaced, lapsed or surrendered?

No, Will Replace \$82,000

5. Do you have any other application pending for life insurance?

No, Optional Group Life

6. Have you in the last five years do you anticipate flights in an aircraft other than as a passenger on a scheduled airline? (If "yes", complete the Aviation Questionnaire section of Part VI, which will become part of this application.)

Redacted

7. Are you in the Reserves, National Guard, on active duty in the military, or enrolled in a college military program? (If "yes", complete the Military Questionnaire section of Part VI, which will become part of this application.)

Redacted

8. Have you:

A. In the past 12 months had any known or suspected heart attack, stroke, or cardiac other than of the type or been treated by any physician or other practitioner for these conditions?

Redacted

B. Within the last 60 days been advised by any physician or other practitioner to have any diagnostic test or surgery not yet performed?

9. Have you in the last three years engaged in or do you plan to engage in any of the following activities? (If "yes", please check "yes" box and give details in the Aviation and Sports Questionnaire section of Part VI, which will become part of this application.)

Redacted

Yes

Yes

Yes

Yes

☐ Skindiving☐ Skydiving☐ Mountain climbing☐ Scuba diving☐ Hang-gliding☐ Motorized vehicle racing☐ Boat racing☐ Flying ultra-light☐ Rodeo☐ Whitewater boating☐ Bobsledding☐ Snowmobile racing

10. Have you in the past 10 years:

A. Had, or been told you had, Acquired Immune Deficiency Syndrome (AIDS), "AIDS" related complex (ARC) or "AIDS" related conditions?

Redacted

B. Received advice or treatment in connection with any of the categories mentioned in "A" above?

C. Tested positive for antibodies to the "AIDS" virus?

G. Special request (Do not use for extra or optional policy requests)

H. Home Office change

All who sign agree:

1. When no premiums are paid with this application, no benefits will be provided on the basis of this application until all of the following conditions are met: (A.) A policy is delivered to the Proposed Insured; (B.) There has not been a change in the insurability of the Proposed Insured after the date this application is signed and before a policy is delivered to the Proposed Insured; and (C.) The first premium is paid during the lifetime of the Proposed Insured.

2. When premiums are paid with this application, they acknowledge receipt of the Temporary Insurance Agreement and Receipt (Receipt) which has the same number as the application. They have read, understand, and accept the terms of the Receipt. Premiums of \$ NONE (enter amount or "none") have been paid with this application.

3. In states where permitted, and without further written consent, the Proposed Owner or Recognized Applicant hereby authorizes, consents and accepts all changes in policy amount, classification, age at issue, plan or benefit hereafter made by us in Part I, H, "Home Office change".

4. The responses in Parts I, II, IV, V, and VI of this application and in any attachments thereto are: (a) complete and true to the best of their knowledge or belief, and (b) to be considered the basis for any insurance issued; and

5. Knowledge of any Proposed Insured is knowledge of the Proposed Owner or the Recognized Applicant.

Signed at (city, state)

OPELIKA AL

Date (month, day, year)

9-13-06

Witnessed by

Signatures

Agent

Barry R. Hays

Signature of Proposed Insured

Signature of Proposed Owner or Recognized Applicant (if other than Proposed Insured)

Social Security Number

Social Security number

2074922 (2) OCT 2 - 1988
CV

Part II

ANSWERS MADE TO THE MEDICAL EXAMINER

By the Life Proposed in continuation of and forming a part of application for insurance to
Northwestern National Life Insurance Company, Minneapolis, Minnesota
(Answers must be in handwriting of the Examinee)

10/16/88

1. Full name William Jordan Leonard Jr Redacted Date of birth Redacted
2. Has your weight changed in the last year? Redacted If "yes," explain _____
3. Name and address of your regular physician? Redacted
4. On what date did you last consult your physician? Redacted Why? Redacted
5. Do you now have or have you ever had any ailment or injury of the following organs or any disease or sickness listed below? (Give details under #6)

	Yes	No		Yes	No		Yes	No
Paralysis or epilepsy			High blood pressure			Veneral disease		
Convulsions or fainting			Liver, gall bladder, jaundice			Cancer, tumor, goiter		
Brain, nervous system			Stomach, ulcers,			Anemia, diabetes, gout		
Nervous or mental disorder			indigestion			Arthritis, neuritis		
Lungs, bronchitis, asthma			Rectum or hernia			Rheumatism		
Tuberculosis, bloodspitting			Chronic diarrhea			Bone or joint disorder		
Heart or chest pains			Kidney, bladder, prostate			Disease of eyes or ear		
Arteriosclerosis or			Kidney stone, albumin			Rheumatic fever		
varicose veins			Blood or pus in urine			Heart murmur		
			Sugar or acids in urine					

6. Nature of Disease, Injury, or Operation, Mo Yr Duration Result Names and Address of all Physicians

Redacted

7. Are you at the present time taking medication or under your doctor's care for any condition? Yes No Give details (dates, remaining effects, doctors consulted and addresses, etc.)
8. Have you ever had any operations or have any operations ever been advised and not performed?
9. Have you any impairment of sight or hearing?
10. Have you ever had an electrocardiogram or x-ray made?
11. Has your mother, father, or any sister or brother ever had heart disease, high blood pressure or diabetes?
12. Have you ever sought help or treatment for alcoholic habit?
13. Are you currently using, or have you ever received treatment or counseling for the use of, marijuana, cocaine, amphetamines, barbiturates, hallucinogenic agents, opium or its derivatives?
14. Have you ever been confined for observation, care or treatment in a hospital, sanitarium, asylum, or similar institution?
15. Have you in the last 5 years consulted any physicians or surgeons not already indicated for any reason including physical examination?

16. Family Record

Family Record						LIVING		DEAD	
	LIVING		DEAD			LIVING		DEAD	
	Health	Age	Age	Cause of Death		Health	Age	Age	Cause of Death
Father	Redacted				Sisters	Redacted			
Mother									
Brothers									

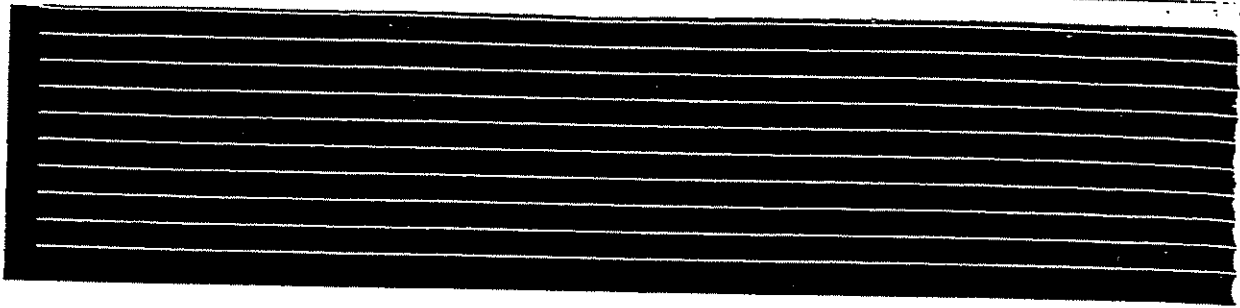
The foregoing statements and answers are full, complete and true, to the best of my knowledge and belief.

Signed at Oshtemo, MI this 24th day of Sept 1988

Witness George J. [Signature] William [Signature]

[Signature] Signature of Medical Examiner [Signature] Signature of Life Proposed

Leonard v. ReliaStar
RLI 00034



**Flexible Premium
Adjustable Whole Life
Insurance Policy**

Death Benefit Payable at Death
Flexible Premiums Payable during the
Insured's Lifetime
Adjustable Face Amount
Nonparticipating

Notice

To make a claim or exercise your rights under this policy, please write to us at the address below and include your policy number.

Writing directly to us will save time and expense. You do not need to hire any person, firm, or corporation unless, because of a dispute, you wish to.



**Northwestern National Life Insurance
Company**

Box 20
Minneapolis
Minnesota 55440

EXHIBIT 2

..

POLICY NUMBER

B2-076-716

STATEMENT OF POLICY COST
AND BENEFIT INFORMATION

STATEMENT

PREPARATION DATE

10-08-1986

PREPARED FOR

INSURED
ISSUE AGE AND SEXWILLIAM J LEONARD JR
47-MALE

AGENT

NAME

BILLY R HAYES

ADDRESS

5540 GRANDE LAGOON BLVD
PENSACOLA FL 32507

COMPANY ADDRESS

NORTHWESTERN NATIONAL LIFE INS
20 WASHINGTON AVENUE SOUTH
MINNEAPOLIS MINNESOTA 55440POLICY
INFORMATIONINITIAL FACE AMOUNT
PREMIUM CLASS\$50,000
NON-SMOKER

DEATH BENEFIT OPTION

OPTION A
(LEVEL AMOUNT OPTION)

INITIAL PREMIUM

\$37.00

PLANNED PERIODIC PREMIUM

AMOUNT: \$37.00
FREQUENCY: BI-WEEKLY

POLICY LOAN INTEREST RATE

7.4%, PAYABLE IN ADVANCE

OPTIONAL
BENEFITSINSURED'S AUTOMATIC COST
OF LIVING RIDERMAXIMUM INCREASE AMOUNT
FOR THE INSURED

\$10,000

TERM INSURANCE
RIDER (TIR)TIR INSURED
ISSUE AGE AND SEX
TIR FACE AMOUNT
PREMIUM CLASSWILLIAM J LEONARD JR
47-MALE
\$50,000
NON-SMOKERCONTINUED
ON NEXT PAGE

PAGE 1

(CONTINUED) POLICY NUMBER B2-07-716

STATEMENT OF POLICY COST
AND BENEFIT INFORMATIONSTATEMENT
PREPARATION DATE

10-4-1986

PREPARED FOR

INSURED
ISSUE AGE AND SEXWILLIAM J LEONARD JR
47-MALETABLE OF
VALUES*DEATH BENEFITS ILLUSTRATED
BELOW REFLECTS THE TOTALOF THE INITIAL FACE AMOUNT
AND THE TIR FACE AMOUNT.

INITIAL FACE AMOUNT:

\$50,000

TIR FACE AMOUNT:

\$50,000

TOTAL:

\$100,000

POLICY YEAR	END OF YEAR DEATH BENEFIT		END OF YEAR CASH VALUE+	
	GUARANTEED	CURRENT	GUARANTEED	CURRENT
1	\$100,000	\$100,000	\$0.00	\$0.00
2	\$100,000	\$100,000	\$0.00	\$27.99
3	\$100,000	\$100,000	\$0.00	\$651.91
4	\$0	\$100,000	\$0.00	\$1,306.70
5	\$0	\$100,000	\$0.00	\$1,902.93
10	\$0	\$100,000	\$0.00	\$6,424.77
15	\$0	\$100,000	\$0.00	\$11,329.34
20	\$0	\$100,000	\$0.00	\$15,396.39
25	\$0	\$100,000	\$0.00	\$18,190.09
30	\$0	\$100,000	\$0.00	\$16,114.75

+ THERE ARE NO CASH VALUES
FOR THE TERM INSURANCE
RIDER.LIFE INSURANCE COST
INDEXES ARE USEFUL ONLY
FOR THE COMPARISON OF TWO
OR MORE SIMILAR POLICIES.AN EXPLANATION OF THE IN-
TENDED USE OF THE INDEXES
IS PROVIDED IN THE LIFE
INSURANCE BUYERS GUIDE.

INDEXES PER \$1,000*

SURRENDER COST INDEX	GUARANTEED	CURRENT
10 YEAR	**	5.11
20 YEAR	**	3.24
NET PAYMENT COST INDEX		
10 YEAR	**	14.84
20 YEAR	**	12.11

CONTINUED
ON NEXT PAGE

PAGE 2

(CONTINUED) POLICY NUMBER B2-076-716

STATEMENT OF POLICY COST
AND BENEFIT INFORMATION

STATEMENT
PREPARATION DATE 10-08-1986

PREPARED FOR INSURED WILLIAM J LEONARD JR
ISSUE AGE AND SEX 47-MALE

POLICY YEAR	END OF YEAR ACCUMULATION VALUE	
	GUARANTEED	CURRENT
1	\$207.39	\$570.31
2	\$362.11	\$1,167.99
3	\$455.06	\$1,791.91
4	\$0.00	\$2,446.70
5	\$0.00	\$3,132.93
10	\$0.00	\$6,994.77
15	\$0.00	\$11,329.34

THE SURRENDER CHARGE
APPLICABLE TO THE INITIAL
FACE AMOUNT IS ZERO AFTER
15 POLICY YEARS. IF THERE

ARE NO SUBSEQUENT FACE
AMOUNT INCREASES, THE
CASH VALUES ARE EQUAL
AFTER 15 YEARS

* VALUES AND INDEXES SHOWN
ARE BASED ON THE DEATH
BENEFIT OPTION CHOSEN AT
ISSUE, THE INITIAL FACE
AMOUNT, AND PAYMENT OF THE
INITIAL PREMIUM AND THE

PLANNED PERIODIC PREMIUM.
CURRENT DEATH BENEFITS AND
CURRENT CASH VALUES ARE BASED
ON THE CURRENT COST OF
INSURANCE RATES AND AN
INTEREST RATE OF 9.500%.

** THIS INDEX NUMBER HAS
NOT BEEN SUPPLIED BECAUSE
THE POLICY APPLIED FOR

ENDS BEFORE COMPLETION
OF THE INDEX PERIOD.

CONTINUED
ON NEXT PAGE.

PAGE 3

(CONTINUED) POLICY NUMBER 737 B2-076-716 (214 1117)

STATEMENT OF POLICY COST
AND BENEFIT INFORMATIONSTATEMENT
PREPARATION DATE 10-08-1986PREPARED FOR INSURED WILLIAM J LEONARD JR
ISSUE AGE AND SEX 47-MALETABLE OF
VALUES*
OPTIONAL
BENEFITSTERM INSURED
RIDER (TIR)

TIR FACE AMOUNT \$50,000

THERE ARE NO CASH VALUES
FOR THE TERM INSURED RIDERLIFE INSURANCE COST
INDEXES ARE USEFUL ONLY
FOR THE COMPARISON OF TWO
OR MORE SIMILAR POLICIES.AN EXPLANATION OF THE IN-
TENDED USE OF THE INDEXES
IS PROVIDED IN THE LIFE
INSURANCE BUYERS GUIDE.

INDEXES PER \$1,000*

SURRENDER COST INDEX

GUARANTEED CURRENT

10 YEAR ** 4.40

20 YEAR ** 7.13

NET PAYMENT COST INDEX

10 YEAR - ** 4.40

20 YEAR ** 7.13

* VALUES AND INDEXES SHOWN
ARE BASED ON THE INITIAL
TIR FACE AMOUNT, PAY-
MENT OF THE INITIALPREMIUM AND PLANNED
PERIODIC PREMIUM, AND
THE CURRENT COST OF
INSURANCE RATES.** THIS INDEX NUMBER HAS
NOT BEEN SUPPLIED BECAUSE
THE POLICY APPLIED FORENDS BEFORE COMPLETION
OF THE INDEX PERIOD.

EXHIBIT 3

Policy Statement for 12/01/86 through 11/30/87
THE PLAN 3 UNIVERSAL LIFE

FILE



NORTHWESTERN NATIONAL
LIFE INSURANCE COMPANY
807 20 • MINNEAPOLIS MINNESOTA 55440

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPELKA AL 36801

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/86
STATEMENT DATE	12/01/87
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$37.00 Bi weekly

Policy Values	Beginning Value on 12/31/86	Ending Value on 11/30/87
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$0.00	\$567.61
CASH VALUE (Accumulation Value minus Surrender Charge)	\$0.00	\$0.00
CASH SURRENDER VALUE (Cash value minus Loans)	\$0.00	\$0.00
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider

Important Notices

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$28,942.16. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 9.50 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 9.75 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact

BILLY R HAYES
HAYES AGENCY
2724 BAY ST
GULF BREEZE FL 32561

NWNL Service Center
Nationwide
1-800-325-4170
Minnesota only
1-800-622-8334
Mpls/St. Paul
353-3130

PHONE 904-934-3084

Page 1 of 2

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning							50.00
Balance						0.32	109.93
Dec 01, 1986	148.00	11.40	14.99	12.00	0.00	0.59	114.69
Jan 01, 1987	37.00	5.25	14.98	12.00	0.00	0.71	119.58
Feb 01, 1987	37.00	5.25	14.97	12.00	0.00	1.08	195.15
Mar 01, 1987	111.00	9.55	14.96	12.00	0.00	1.38	271.04
Apr 01, 1987	111.00	9.55	14.94	12.00	0.00	1.85	277.10
May 01, 1987	37.00	5.85	14.94	12.00	0.00	2.09	353.72
Jun 01, 1987	111.00	9.55	14.92	12.00	0.00	2.65	430.92
Jul 01, 1987	111.00	9.55	14.90	12.00	0.00	3.03	438.26
Aug 01, 1987	37.00	5.25	14.89	12.00	0.00	3.15	516.00
Sep 01, 1987	111.00	9.55	14.86	12.00	0.00	3.89	559.32
Oct 01, 1987	74.00	7.70	14.86	12.00	0.00	3.98	567.61
Nov 01, 1987	37.00	5.25	14.85	12.00	0.00	24.77	
Total	962.00	96.10	179.05	144.00	0.00		512.03

*Total interest credited on this statement consists of a guaranteed amount of \$12.74 and an excess amount of \$12.03

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Cost of Living Rider - Base Insured	Yes	0.00	Provides for automatic future annual increases in coverage every two years according to the consumer price index
Term Insurance Rider	50,000.00	144.00	One year term insurance on insured to age 95 This term rider is convertible to an individual policy prior to age 75

Case # 030052232
Policy # 2076716
12/01/87

330109
RS
\$29,904.16

RL #

Page 2 of 2



**NORTHWESTERN NATIONAL
LIFE INSURANCE COMPANY**
BOX 20 • MINNEAPOLIS MINNESOTA 55440

**Policy Statement for 12/01/87 through 11/30/88
THE PLAN 3 UNIVERSAL LIFE**

FILE

Policyowner:

WILLIAM J LEONARD JR
511 3RD AVE
OFF LAKE AL 36801

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/86
STATEMENT DATE	12/01/88
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/87	Ending Value on 11/30/88
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$602.79	\$1,274.81
CASH VALUE (Accumulation Value minus Surrender Charge)	\$0.00	\$134.81
CASH SURRENDER VALUE (Cash value minus Loans)	\$0.00	\$134.81
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 9.75% interest rate and current charges, your cash value will be depleted and your policy will lapse on 05/01/1989. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 03/01/1989.

RIDER TERMINATION - The coverage termination date for your Cost of Living Allowance on the base insured is 12/01/88. No further COLA offers will be made after 12/01/88.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$27,861.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 8.81%. Loaned values are credited with a current interest rate of 6.00%. The interest rate credited to new premiums is currently 9.75%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

Policy Service Contact

BILLY R HAYES
HAYES AGENCY
6936 TOM KING BAYOU RD
GULF BREEZE FL 32561

PHONE 904-939-4947

NWNL Service Center
Nationwide
1-800-328-4170
Minnesota only
1-800-622-8384
Mpls/St Paul
333-3130

**THE PLAN C UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits (+)	Accumulation Value
Beginning Balance							5602.75
Dec 01, 1987	74.00	7.70	16.06	13.08	0.00	4.42	644.37
Jan 01, 1988	74.00	7.70	16.04	13.08	0.00	4.45	686.00
Feb 01, 1988	74.00	7.70	16.04	13.08	0.00	4.45	727.62
Mar 01, 1988	111.00	9.55	16.01	13.08	0.00	5.38	805.37
Apr 01, 1988	0.00	4.00	15.94	13.08	0.00	5.17	777.52
May 01, 1988	236.75	15.84	15.95	13.08	0.00	7.17	976.57
Jun 01, 1988	0.00	4.00	15.95	13.08	0.00	6.24	949.88
Jul 01, 1988	236.75	15.84	15.89	13.08	0.00	7.25	1,149.17
Aug 01, 1988	0.00	4.00	15.90	13.08	0.00	8.27	1,124.46
Sep 01, 1988	0.00	4.00	15.91	13.08	0.00	7.53	1,099.00
Oct 01, 1988	0.00	4.00	15.84	13.08	0.00	8.11	1,074.19
Nov 01, 1988	236.75	15.84	15.85	13.08	0.00	8.64	1,274.81
Total	1,043.25	100.17	191.38	156.96	0.00	77.28	

*Total interest credited on this statement consists of a guaranteed amount of 539.77 and an excess amount of \$375.1.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Cost of Living Rider - Base Insured	Yes	0.00	Provides for automatic future annual increases in coverage every two years according to the consumer price index.
Term Insurance Rider	50,000.00	156.96	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # U000000000 3301(0) RL #
Policy # 2076716 NS
12/01/88 \$29,904.16

Policy Statement for 12/01/88 through 11/30/89
THE PLAN'S UNIVERSAL LIFE

FILE

NORTHWESTERN NATIONAL
LIFE INSURANCE CO. JANY
BOX 25 - MINNEAPOLIS MINNESOTA 55440

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPEKA AL 36801

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/88
STATEMENT DATE	12/03/89
POLICY NUMBER	2076715
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/88	Ending Value on 11/30/89
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$1,274.81	\$1,876.50
CASH VALUE (Accumulation Value minus Surrender Charge)	\$134.81	\$738.50
CASH SURRENDER VALUE (Cash value minus Loan)	\$134.81	\$738.50
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 9.25% interest rate and current charges, your cash value will be depleted and your policy will lapse on 03/01/1992. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 11/01/1990.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$26,914.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 8.89 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 9.25 %. This rate is subject to change by our Board of Directors but will never be less than 4.5%.

Policy Service Contact

BILLY R HAYES
HAYES AGENCY
16787 PERDIDO KEY DR
STE E 501
PENSACOLA FL 32507

NWNL Service Center
612-342-3855

PHONE 904-492-2570

**THE PLAN'S UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$1,274.81
Dec 01, 1988	0.00	4.00	17.27	14.29	0.00	9.22	1,248.47
Jan 01, 1989	0.00	4.00	17.25	14.29	0.00	8.63	1,221.53
Feb 01, 1989	236.75	15.84	17.29	14.29	0.00	8.93	1,419.69
Mar 01, 1989	0.00	4.00	17.22	14.29	0.00	9.98	1,384.16
Apr 01, 1989	236.75	15.84	17.20	14.29	0.00	9.95	1,690.50
May 01, 1989	0.00	4.00	17.11	14.29	0.00	11.05	1,569.40
Jun 01, 1989	0.00	4.00	17.17	14.29	0.00	10.78	1,544.72
Jul 01, 1989	236.75	15.84	17.18	14.29	0.00	10.94	1,745.10
Aug 01, 1989	0.00	4.00	17.11	14.29	0.00	12.52	1,722.22
Sep 01, 1989	0.00	4.00	17.11	14.29	0.00	11.92	1,698.74
Oct 01, 1989	236.75	15.84	17.12	14.29	0.00	12.38	1,900.60
Nov 01, 1989	0.00	4.00	17.05	14.29	0.00	12.24	1,878.50
Total	947.00	95.26	206.18	171.48	0.00	129.72	

*Total interest credited on this statement consists of a guaranteed amount of \$66.90 and an excess amount of \$62.82.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Cost of Living Rider - (Base COLA no longer in force)	Yes	0.00	Provides for automatic future annual increases in coverage every two years according to the consumer price index.
Term Insurance Rider	50,000.00	171.48	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL0000000000

330109

PL #

Policy # 2076718

NE

12/03/89

\$29,804.16

FILE

Policy Statement for 12/01/89 through 11/30/90
THE PLAN 3 UNIVERSAL LIFE



**NORTHWESTERN NATIONAL
 LIFE INSURANCE COMPANY**

BOX 20 • MINNEAPOLIS, MINNESOTA 55440

POLICYHOLDER SERVICE
 NATIONWIDE 1-800-456-8963
 WISCONSIN 247-3232

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Specifications

INSURED: YOUNG

ISSUE AGE & SEX

BIRTHDATE

POLICY DATE

STATEMENT DATE

POLICY NUMBER

PLAN NAME

DEATH BENEFIT OPTION

PLANNED PERIODIC PREMIUM

WILLIAM J LEONARD JR

47 male

08/09/39

12/01/89

12/03/90

2076716

Flexible Premium Adjustable Whole Life

Level

\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/89	Ending Value on 11/30/90
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$1,878.50	\$2,502.31
CASH VALUE (Accumulation Value minus Surrender Charge)	\$738.50	\$1,362.31
CASH SURRENDER VALUE (Cash value minus Loans)	\$738.50	\$1,362.31
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 9.25% interest rate and current charges, your cash value will be depleted and your policy will lapse on 04/01/1995. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 07/01/1992.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$25,967.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 8.71 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 9.25 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact

BILLY R HAYES
 HAYES AGENCY
 16787 PERDIDO KEY DR
 STE E 601
 PENSACOLA FL 32507

PHONE 904-492-2670

ACTIVITY # 123-1041704
123-1041704-11

*Total interest credited on this statement consists of a guaranteed amount of \$93.14 and an excess amount of \$24.05.

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	\$0,000.00	\$25.04	One year term insurance on Insured to age 95. This term rider is convertible to an individual policy prior to age 75.

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FILE

Policy Statement for 12/01/90 through 11/30/91
THE PLAN 3 UNIVERSAL LIFE



**NORTH WESTERN NATIONAL
LIFE INSURANCE COMPANY**
BOX 20 MINNEAPOLIS MINNESOTA 55440
POLICY SERVICE
NATL SWDC 1-800-455-1515
MAY 15 1991

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/86
STATEMENT DATE	12/02/91
POLICY NUMBER	2075716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$235.75 Quarterly

Policy Values	Beginning Value on 12/01/90	Ending Value on 11/30/91
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$2,502.31	\$3,144.29
CASH VALUE (Accumulation Value minus Surrender Charge)	\$1,362.31	\$2,004.29
CASH SURRENDER VALUE (Cash value minus Loans)	\$1,362.31	\$2,004.29
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 8.75% interest rate and current charges, your cash value will be depleted and your policy will lapse on 08/01/1997. Assuming a 50% interest rate and guaranteed charges, your cash value will be depleted and your policy will lapse on 02/01/1994.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$25,020.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 8.47 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 8.25 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact

C MANUE BARNES
BARNES AGENCY
3434 INDEPENDENCE DR
BIRMINGHAM AL 35209

PHONE 205-870-7281

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (-)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							32,502.31
Dec 01, 1990	0.00	4.00	19.67	16.63	0.00	17.60	2,479.61
Jan 01, 1991	236.75	15.84	19.68	16.63	0.00	16.92	2,681.13
Feb 01, 1991	0.00	4.00	19.60	16.63	0.00	16.45	2,657.35
Mar 01, 1991	0.00	4.00	19.61	16.63	0.00	18.07	2,635.18
Apr 01, 1991	0.00	4.00	19.62	16.63	0.00	17.31	2,612.24
May 01, 1991	236.75	15.84	19.63	16.63	0.00	19.20	2,816.09
Jun 01, 1991	0.00	4.00	19.54	16.63	0.00	18.52	2,794.50
Jul 01, 1991	236.75	15.84	19.55	16.63	0.00	19.04	2,773.34
Aug 01, 1991	0.00	4.00	19.47	16.63	0.00	20.45	2,972.60
Sep 01, 1991	0.00	4.00	19.48	16.63	0.00	19.71	2,958.20
Oct 01, 1991	236.75	15.84	19.49	16.63	0.00	20.36	3,163.35
Nov 01, 1991	0.00	4.00	19.40	16.63	0.00	20.97	3,144.29
Total	947.00	95.36	234.74	199.56	0.00	224.64	

*Total interest credited on this statement consists of a guaranteed amount of \$121.49 and an excess amount of \$103.15

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	199.56	One year term insurance or insured to age 95 This term rider is convertible to an individual policy prior to age 75.

Case # UL000005000
Policy # 2070210
12/02/91

330109 RL #
329,504.16

Policy Statement for 12/01/91 through 11/30/92
THE PLAN 3 UNIVERSAL LIFE

FILE

NORTHWESTERN NATIONAL
LIFE INSURANCE COMPANY

301 30 • MINNEAPOLIS MINNESOTA 55410

POLICYHOLDER SERVICE
NORTHWOOD 1-800-456-6365
MILWAUKEE 312-3333

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/86
STATEMENT DATE	12/01/92
POLICY NUMBER	2075716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$235.75 Quarterly

Policy Values	Beginning Value on 12/01/91	Ending Value on 11/30/92
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$3,144.29	\$3,770.27
CASH VALUE (Accumulation Value minus Surrender Charge)	\$2,004.29	\$2,744.27
CASH SURRENDER VALUE (Cash value minus Loans)	\$2,004.29	\$2,744.27
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 8.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 04/01/1999. Assuming a 5.0% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 03/01/1995.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$24,073.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 7.67%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 8.00%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

Policy Service Contact

C MANLIF BARNES
3434 INDEPENDENCE DR
BIRMINGHAM AL 35208-5604

PHONE 205-870-7281

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$3,144.29
Dec 01, 1991	0.00	4.00	21.04	18.04	0.00	21.52	3,122.73
Jan 01, 1992	0.00	4.00	21.05	18.04	0.00	19.13	3,098.77
Feb 01, 1992	236.75	15.84	21.06	18.04	0.00	18.94	3,299.52
Mar 01, 1992	0.00	4.00	21.87	18.04	0.00	19.01	3,275.22
Apr 01, 1992	0.00	4.00	21.86	18.04	0.00	19.42	3,250.72
May 01, 1992	236.75	15.84	21.90	18.04	0.00	21.08	3,452.77
Jun 01, 1992	0.00	4.00	21.80	18.04	0.00	20.61	3,429.54
Jul 01, 1992	236.75	15.84	21.81	18.04	0.00	21.28	3,631.98
Aug 01, 1992	0.00	4.00	21.72	18.04	0.00	22.50	3,610.62
Sep 01, 1992	0.00	4.00	21.73	18.04	0.00	21.62	3,588.47
Oct 01, 1992	0.00	4.00	21.74	18.04	0.00	22.16	3,566.85
Nov 01, 1992	236.75	15.84	21.75	18.04	0.00	22.30	3,770.27
Total	947.00	95.36	258.35	216.48	0.00	250.17	

*Total interest credited on this statement consists of a guaranteed amount of \$148.85 and an excess amount of \$10.32

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	216.48	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # 01000000000 330109 RL #
Policy # 2076715 NS
12/01/92 \$29,904.18



Policy Statement for 12/01/92 through 11/30/93

THE PLAN'S UNIVERSAL LIFE

FILE

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY
200 N. MINNEAPOLIS, MINNESOTA 55403POLICYHOLDER SERVICE
NATIONWIDE 1-800-468-6848
MAY 1997 FAX 312-3137

Policyowner:

WILLIAM J LEONARD JR
511 3RD AVE
OPELKA AL 36801

Policy Specifications

INSURED

ISSUE AGE & SEX
BIRTHDATE
POLICY DATE
STATEMENT DATE
POLICY NUMBER
PLAN NAME
DEATH BENEFIT OPTION
PLANNED PERIODIC PREMIUM

WILLIAM J LEONARD JR
47 male
08/09/23
12/01/86
12/01/93
2070716
Flexible Premium Adjustable Whole Life
Level
\$238.76 Quarterly

Policy Values	Beginning Value on 12/01/92	Ending Value on 11/30/93
POLICY FACE AMOUNT		
ACCUMULATION VALUE	\$50,000.00	\$50,000.00
CASH VALUE (Accumulation Value minus Surrender Charges)	\$3,770.27	\$4,377.10
CASH SURRENDER VALUE (Cash value minus Loans)	\$2,744.27	\$3,465.10
DEATH BENEFIT	\$2,744.27	\$3,465.10
	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 7.25% interest rate and current charges, your cash value will be depleted and your policy will lapse on 10/01/2000. Assuming a 5.00% interest rate and guaranteed charges, your cash value will be depleted and your policy will lapse on 12/01/1996. If planned periodic premiums are continued, assuming a 7.25% interest rate and current charges, your cash value will be depleted and your policy will lapse on 10/01/2014. Assuming a 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 08/01/2000.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$23,126.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 8.97%. Loaned values are credited with a current interest rate of 6.00%. The interest rate credited to new premiums is currently 7.25%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

Policy Service Contact

C MANLIF BARNES
3434 INDEPENDENCE DR
BIRMINGHAM AL 35209-5504

PHONE 205-870-7201

THE PEANUTS UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning							
Dec 01, 1992	0.00	4.00	23.83	19.50	0.00	23.22	33,770.27
Jan 01, 1993	0.00	4.00	23.84	19.50	0.00	21.04	3,720.50
Feb 01, 1993	235.75	15.84	23.55	19.50	0.00	19.65	3,919.95
Mar 01, 1993	0.00	4.00	23.46	19.50	0.00	22.03	2,592.13
Apr 01, 1993	235.75	15.84	23.47	19.50	0.00	21.48	4,092.55
May 01, 1993	0.00	4.00	23.37	19.50	0.00	23.05	4,705.70
Jun 01, 1993	0.00	4.00	23.35	19.50	0.00	22.17	4,044.02
Jul 01, 1993	235.75	15.84	23.32	19.50	0.00	22.52	4,244.57
Aug 01, 1993	0.00	4.00	23.29	19.50	0.00	23.25	4,222.02
Sep 01, 1993	0.00	4.00	23.30	19.50	0.00	23.04	4,198.27
Oct 01, 1993	0.00	4.00	23.31	19.50	0.00	23.55	4,175.11
Nov 01, 1993	235.75	15.84	23.32	19.50	0.00	23.21	4,377.10
Total	947.40	95.36	280.93	234.00	0.00	270.12	

*Total interest credited on this statement consists of a guaranteed amount of \$175.49 and an excess amount of \$93.63.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	234.00	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # 12.000000000 330169 RL #
Policy # 2078716 NS
12/01/93 \$28,904.16

Policy Statement for 12/01/93 through 11/30/94

FILE


**NORTHWESTERN NATIONAL
LIFE INSURANCE COMPANY**

BOX 70 • MINNEAPOLIS, MINNESOTA 55442

POLICYHOLDER SERVICE

NATIONWIDE 1-800-454-6567
MINN. FALLS 212-3323

Policyowner:

 WILLIAM J LEONARD JR
511 3RD AVE
OSHLA AL 36801
Policy Specifications

INSURED

WILLIAM J LEONARD JR

ISSUE AGE & SEX

47 male

BIRTHDATE

08/09/29

POLICY DATE

12/01/86

STATEMENT DATE

12/01/94

POLICY NUMBER

2075716

PLAN NAME

Flexible Premium Adjustable Whole Life

DEATH BENEFIT OPTION

Level

PLANNED PERIODIC PREMIUM

\$235.75 Quarterly

Policy Values	Beginning Value on 12/01/93	Ending Value on 11/30/94
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$4,377.10	\$4,946.58
CASH VALUE (Accumulation Value minus Surrender Charge)	\$3,465.10	\$4,148.58
CASH SURRENDER VALUE (Cash value minus loan)	\$3,465.10	\$4,148.58
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 7.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 02/01/2002. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 03/01/1999. If planned periodic premiums are continued, assuming a 7.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 04/01/2014. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 07/01/2001.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$22,179.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 6.16 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 7.00 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact
 JAMES BURTON STEWART
2105 40TH ST
VALLEY AL 36854-3303

PHONE 205-756-2561

THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY

Policy Month Beginning	Premium Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							44,377.10
Dec 01, 1993	0.00	4.00	25.28	21.25	0.00	24.69	4,351.26
Jan 01, 1994	0.00	4.00	25.29	21.25	0.00	21.60	4,322.32
Feb 01, 1994	236.75	15.84	25.31	21.25	0.00	20.12	4,516.79
Mar 01, 1994	0.00	4.00	25.20	21.25	0.00	22.45	4,488.79
Apr 01, 1994	0.00	4.00	25.21	21.25	0.00	21.52	4,459.85
May 01, 1994	236.75	15.84	25.23	21.25	0.00	23.13	4,657.41
Jun 01, 1994	0.00	4.00	25.12	21.25	0.00	22.45	4,629.49
Jul 01, 1994	236.75	15.84	25.44	21.25	0.00	23.26	4,827.27
Aug 01, 1994	0.00	4.00	25.03	21.25	0.00	24.17	4,801.16
Sep 01, 1994	0.00	4.00	25.06	21.25	0.00	23.21	4,774.08
Oct 01, 1994	236.75	15.84	25.04	21.25	0.00	23.37	4,972.65
Nov 01, 1994	0.00	4.00	24.95	21.25	0.00	24.13	4,940.58
Total	947.00	95.36	301.36	255.00	0.00	274.70	

*Total interest credited on this statement consists of a guaranteed amount of \$202.44 and an excess amount of \$72.26.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	255.00	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000
Policy # 2078716
12/01/94

330109
NS
\$29,904.16

Rt. #

Policy Statement for 12/01/84 through 11/30/95
THE PLAN 34 UNIVERSAL LIFE

FILE



NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY
 BOX 20 • MINNEAPOLIS, MINNESOTA 55440
 POLICYHOLDER SERVICE
 1-800-455-1265
 612-327-3272

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36201

INSURED WILLIAM J LEONARD JR
ISSUE AGE & SEX .7 male
BIRTHDATE 08/09/38
POLICY DATE 12/01/85
STATEMENT DATE 12/03/95
POLICY NUMBER 2075716
PLAN NAME Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION Level
PLANNED PERIODIC PREMIUM \$236.75 Quarterly

Policy Values	Beginning Value on 12/01/84	Ending Value on 11/30/95
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$4,946.58	\$5,495.38
CASH VALUE (Accumulation Value minus Surrender Charge)	\$4,148.58	\$4,811.38
CASH SURRENDER VALUE (Cash value minus Loan)	\$4,148.58	\$4,811.38
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 7.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 03/01/2003. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 05/01/1999. If planned periodic premiums are continued, assuming a 7.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 04/01/2014. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 04/01/2002.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$21,232.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 6.15 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 7.00 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact

JAMES BURTON STEWART
 2106 40TH ST
 VALLEY AL 36854-3303

PHONE 205-756-2561

53102117 Account Statement for Insurance 2 years

THE PLAN 3 UNIVERSAL LIFE JAN 01, 1995
MONTHLY ACCOUNTING SUMMARY

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits (+)	Accumulation Value
Beginning Balance							
Dec 01, 1994	0.00	4.00	27.35	23.63	0.00	24.74	4,946.58
Jan 01, 1995	0.00	4.00	27.32	23.63	0.00	24.57	4,916.39
Feb 01, 1995	236.75	15.84	27.34	23.63	0.00	22.99	4,886.01
Mar 01, 1995	0.00	4.00	27.22	23.63	0.00	25.52	5,078.94
Apr 01, 1995	0.00	4.00	27.24	23.63	0.00	24.48	5,049.61
May 01, 1995	236.75	15.84	27.28	23.63	0.00	26.28	5,215.52
Jun 01, 1995	0.00	4.00	27.14	23.63	0.00	25.33	5,186.13
Jul 01, 1995	0.00	4.00	27.15	23.63	0.00	26.06	5,157.41
Aug 01, 1995	236.75	15.84	27.17	23.63	0.00	26.97	5,254.49
Sep 01, 1995	0.00	4.00	27.05	23.63	0.00	26.08	5,325.89
Oct 01, 1995	236.75	15.84	27.07	23.63	0.00	26.94	5,523.04
Nov 01, 1995	0.00	4.00	26.95	23.63	0.00	26.92	5,485.38
Total	947.00	85.36	328.21	223.56	0.00	305.93	

*Total interest credited on this statement consists of a guaranteed amount of \$226.33 and an excess amount of \$80.55.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	283.56	One year term insurance on insured to age 85. This term rider is convertible to an individual policy prior to age 75.

Case # U0000000000 330109 R#
Policy # 2076716 NS
12/03/95 \$29,904.16

RELIASTAR

ReliaStar Life Insurance Company
P. O. Box 430, Minneapolis, MN 55440

Client Resource Center
Nationswide 1-800-456-6965
Minneapolis/St. Paul (612) 342-3232

Policyowner:

WILLIAM J LEONARD JR
611 3RD AVE
OFELIA AL 36801

FILE

Policy Statement for 12/01/95 through 11/30/96
THE PLAN 3 UNIVERSAL LIFE

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/06/39
POLICY DATE	12/01/86
STATEMENT DATE	12/02/96
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/95	Ending Value on 11/30/96
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$5,495.36	\$6,009.13
CASH VALUE (Accumulation Value minus Surrender Charge)	\$4,811.38	\$5,439.13
CASH SURRENDER VALUE (Cash value minus Loans)	\$4,811.38	\$5,439.13
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit Includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 6.65% interest rate and current charges, your cash value will be depleted and your policy will lapse on 03/01/2004. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 06/01/2000. If planned periodic premiums are continued, assuming a 6.65% interest rate and current charges, your cash value will be depleted and your policy will lapse on 10/01/2013. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 01/01/2003.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$20,285.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The weighted average interest rate which approximates the actual rates credited to non-loaned cash values is 5.94 %. Loaned values are credited with a current interest rate of 6.00 %.

The interest rate credited to new premiums is currently 6.65 %. This rate is subject to change by our Board of Directors but will never be less than 4.50 %.

Policy Service Contact
DANNY RASBERRY CLU, LUTCF
PO BOX 6556
LAUREL MS 39441-6556

PHONE 601-649-2622

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							
Dec 01, 1995	0.00	4.00	29.24	26.29			\$5,495.38
Jan 01, 1996	0.00	4.00	29.26	26.29	0.00	27.69	5,463.54
Feb 01, 1996	236.75	15.84	29.28	26.29	0.00	25.41	5,430.40
Mar 01, 1996	0.00	4.00	29.16	26.29	0.00	25.56	5,821.30
Apr 01, 1996	236.75	15.84	29.18	26.29	0.00	26.31	5,588.16
May 01, 1996	0.00	4.00	29.05	26.29	0.00	26.31	5,779.91
Jun 01, 1996	0.00	4.00	29.07	26.29	0.00	26.06	5,748.63
Jul 01, 1996	0.00	4.00	29.09	26.29	0.00	26.98	5,716.26
Aug 01, 1996	236.75	15.84	29.11	26.29	0.00	27.68	5,684.56
Sep 01, 1996	0.00	4.00	28.99	26.29	0.00	28.36	5,878.43
Oct 01, 1996	0.00	4.00	29.01	26.29	0.00	27.81	5,846.76
Nov 01, 1996	236.75	15.84	29.03	26.29	0.00	28.37	5,815.83
Total	947.00	95.36	349.47	315.48	0.00	327.06	6,009.13

*Total interest credited on this statement consists of a guaranteed amount of \$249.44 and an excess amount of \$77.62.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	315.48	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL0000000000 330109 RL #
Policy # 2076716 NS
12/02/96 \$29,904.16

RELIASTAR

ReliaStar Life Insurance Company
P.O. Box 430, Minneapolis, MN 55440

Client Resource Center
Nationswide 1-800-456-6965
Minneapolis/St. Paul (612) 342-3232

Policyowner:

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801

FILE

Policy Statement for 12/01/96 through 11/30/97
THE PLAN 3 UNIVERSAL LIFE

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/39
POLICY DATE	12/01/86
STATEMENT DATE	12/01/97
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/96	Ending Value on 11/30/97
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$6,089.13	\$6,480.16
CASH VALUE (Accumulation Value minus Surrender Charge)	\$5,439.13	\$6,024.16
CASH SURRENDER VALUE (Cash value minus Loans)	\$5,439.13	\$6,024.16
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 6.40% interest rate and current charges, your cash value will be depleted and your policy will lapse on 01/01/2005. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 06/01/2001. If planned periodic premiums are continued, assuming a 6.40% interest rate and current charges, your cash value will be depleted and your policy will lapse on 07/01/2013. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 08/01/2003.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$20,942.43. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The WEIGHTED AVERAGE INTEREST RATE which approximates the actual rates credited to non-loaned cash values is 5.76%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 6.40%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

Policy Service Contact
DANNY RASBERRY CLU, LUTCF
PO BOX 6556
LAUREL MS 39441-6556

PHONE 601-649-2822

2075716

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$6,002.13
Dec 01, 1996	0.00	4.00	31.45	29.17	0.00	29.20	5,973.71
Jan 01, 1997	0.00	4.00	31.45	29.17	0.00	28.05	5,937.11
Feb 01, 1997	236.75	15.84	31.50	29.17	0.00	26.07	6,123.42
Mar 01, 1997	0.00	4.00	31.37	29.17	0.00	28.78	6,087.64
Apr 01, 1997	236.75	15.84	31.39	29.17	0.00	27.66	6,275.65
May 01, 1997	0.00	4.00	31.26	29.17	0.00	29.53	6,240.75
Jun 01, 1997	0.00	4.00	31.28	29.17	0.00	28.40	6,204.70
Jul 01, 1997	236.75	15.84	31.31	29.17	0.00	29.25	6,394.38
Aug 01, 1997	0.00	4.00	31.17	29.17	0.00	30.12	6,360.16
Sep 01, 1997	0.00	4.00	31.20	29.17	0.00	28.98	6,324.73
Oct 01, 1997	0.00	4.00	31.22	29.17	0.00	29.74	6,290.08
Nov 01, 1997	236.75	15.84	31.25	29.17	0.00	29.59	6,480.16
Total	947.00	95.36	375.88	350.04	0.00	345.31	

*Total interest credited on this statement consists of a guaranteed amount of \$27.57 and an excess amount of \$72.74

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	350.04	One year term insurance on Insured to age 95 This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 RL #
Policy # 2075716 NS
12/01/97 \$31,507.68

RELIASTAR

ReliaStar Life Insurance Company
P.O. Box 430, Meriden, CT 06440

Client Resource Center
Meriden 1-800-454-4465
Meriden, CT Fax 1-612-342-3232

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801

FILE

Policy Statement for 12/01/1997 through 11/30/1998

THE PLAN 3 UNIVERSAL LIFE**Policy Specifications**

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/01/1998
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/1997	Ending Value on 11/30/1998
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$6,480.16	\$6,906.11
CASH VALUE (Accumulation Value minus Surrender Charge)	\$6,024.16	\$6,564.11
CASH SURRENDER VALUE (Cash value minus Loans)	\$6,024.16	\$6,564.11
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 6.15% interest rate and current charges, your cash value will be depleted and your policy will lapse on 11/01/2005. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 06/01/2002. If planned periodic premiums are continued, assuming a 6.15% interest rate and current charges, your cash value will be depleted and your policy will lapse on 04/01/2013. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 05/01/2004.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$22,621.07. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The **WEIGHTED AVERAGE INTEREST RATE** which approximates the actual rates credited to non-loaned cash values is 5.67%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 6.15%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

Policy Service Contact

DANNY RASBERRY CLU, LUTCF
PO BOX 6315
LAUREL, MS 39441-6315

PHONE 601-649-2822

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$6,480.16
Dec 01, 1997	0.00	4.70	31.79	32.21	0.00	30.49	6,440.65
Jan 01, 1998	236.75	15.84	33.82	32.21	0.00	30.08	6,625.61
Feb 01, 1998	0.00	4.00	33.67	32.21	0.00	27.83	6,583.56
Mar 01, 1998	0.00	4.00	33.71	32.21	0.00	30.55	6,544.19
Apr 01, 1998	0.00	4.00	33.74	32.21	0.00	29.39	6,503.63
May 01, 1998	236.75	15.84	33.77	32.21	0.00	30.85	6,689.41
Jun 01, 1998	0.00	4.00	33.62	32.21	0.00	30.04	6,649.62
Jul 01, 1998	236.75	15.84	33.85	32.21	0.00	30.99	6,835.66
Aug 01, 1998	0.00	4.00	33.51	32.21	0.00	31.79	6,757.73
Sep 01, 1998	0.00	4.00	33.54	32.21	0.00	30.54	6,758.52
Oct 01, 1998	0.00	4.00	33.57	32.21	0.00	31.37	6,720.11
Nov 01, 1998	236.75	15.84	33.60	32.21	0.00	30.90	6,900.11
Total	947.00	95.36	403.99	386.52	0.00	364.82	

*Total interest credited on this statement consists of a guaranteed amount of \$250.99 and an excess amount of \$73.83.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	386.52	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 Rt. #
Policy # 2076716 NS
12/01/1998 \$34,133.32

RELIASTAR

Reliastar Life Insurance Company
P.O. Box 450, Newport, VT 05440

Case Ref. - 1000-1000000
Newport, VT 05440
360-250-1000

Policyowner

WILLIAM J LEONARD JR
511 3RD AVE
OPELKA AL 36501

FILE

Policy Statement for 12/01/1998 through 11/30/1999
THE PLAN 3 UNIVERSAL LIFE

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1998
STATEMENT DATE	12/01/1999
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policy Values	Beginning Value on 12/01/1998	Ending Value on 11/30/1999
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$5,906.11	\$7,262.96
CASH VALUE (Accumulation Value minus Surrender Charge)	\$6,564.11	\$7,034.96
CASH SURRENDER VALUE (Cash value minus Loans)	\$6,564.11	\$7,034.96
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 5.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 06/01/2006. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 04/01/2003. If planned periodic premiums are continued, assuming a 5.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 10/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 01/01/2005.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$24,299.71. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The **WEIGHTED AVERAGE INTEREST RATE** which approximates the actual rates credited to non-loaned cash values is 5.30%. Loaned values are credited with a current interest rate of 6.00%. The interest rate credited to new premiums is currently 5.50%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							
Dec 01, 1998	0.00	4.00	36.21	35.33	0.00	32.07	\$6,906.11
Jan 01, 1999	236.75	4.00	36.25	35.33	0.00	29.82	6,862.64
Feb 01, 1999	0.00	4.00	36.10	35.33	0.00	27.50	7,041.85
Mar 01, 1999	0.00	4.00	36.14	35.33	0.00	30.21	6,994.92
Apr 01, 1999	236.75	15.04	36.18	35.33	0.00	29.27	6,948.66
May 01, 1999	0.00	4.00	36.03	35.33	0.00	30.81	7,127.33
Jun 01, 1999	0.00	4.00	36.07	35.33	0.00	29.63	7,092.78
Jul 01, 1999	236.75	15.04	36.10	35.33	0.00	30.56	7,037.01
Aug 01, 1999	0.00	4.00	36.03	35.33	0.00	31.20	7,172.97
Sep 01, 1999	0.00	4.00	36.03	35.33	0.00	29.98	7,127.63
Oct 01, 1999	0.00	4.00	36.03	35.33	0.00	30.78	7,032.03
Nov 01, 1999	236.75	15.04	36.07	35.33	0.00	30.42	7,262.96
Total	947.00	95.36	433.12	423.96	0.00	362.29	

*Total interest credited on this statement consists of a guaranteed amount of \$309.84 and an excess amount of \$53.45

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	423.96	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # 12,0000000000 330109 Rt #
Policy # 2075716 NS
12/01/1999 \$36,752.96

Policy Service Contact
CENTRAL REGION
ROUTE 0510
20 WASHINGTON AVE S
MINNEAPOLIS MN 55401-1900

RELIASTAR

ReliaStar Life Insurance Company
 ReliaStar Service Center
 P.O. Box 5011
 Minot, North Dakota 58702-5011
 Nationwide 1-800-456-6965

FILE

Policy Statement for 12/01/1999 through 11/30/2000

THE PLAN 3 UNIVERSAL LIFE**Policy Specifications**

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/03/2000
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Values	Beginning Value on 12/01/1999	Ending Value on 11/30/2000
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$7,262.96	\$7,547.61
CASH VALUE (Accumulation Value minus Surrender Charge)	\$7,034.96	\$7,433.61
CASH SURRENDER VALUE (Cash value minus Loans)	\$7,034.96	\$7,433.61
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 5.20% interest rate and current charges, your cash value will be depleted and your policy will lapse on 02/01/2007. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 03/01/2004. If planned periodic premiums are continued, assuming a 5.20% interest rate and current charges, your cash value will be depleted and your policy will lapse on 08/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 08/01/2005.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$25,978.35. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The WEIGHTED AVERAGE INTEREST RATE which approximates the actual rates credited to non-loaned cash values is 5.21%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 5.20%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$7,262.96
Dec 01, 1999	0.00	4.00	39.20	39.13	0.00	31.35	7,211.98
Jan 01, 2000	0.00	4.00	39.25	39.13	0.00	30.78	7,160.38
Feb 01, 2000	236.75	15.84	39.30	39.13	0.00	29.42	7,332.28
Mar 01, 2000	0.00	4.00	39.14	39.13	0.00	30.29	7,280.30
Apr 01, 2000	0.00	4.00	39.19	39.13	0.00	30.07	7,228.05
May 01, 2000	236.75	15.84	39.24	39.13	0.00	31.76	7,402.35
Jun 01, 2000	0.00	4.00	39.08	39.13	0.00	30.57	7,350.71
Jul 01, 2000	236.75	15.84	39.12	39.13	0.00	31.61	7,524.98
Aug 01, 2000	0.00	4.00	38.96	39.13	0.00	32.13	7,475.02
Sep 01, 2000	0.00	4.00	39.01	39.13	0.00	30.87	7,423.75
Oct 01, 2000	236.75	15.84	39.06	39.13	0.00	31.84	7,598.31
Nov 01, 2000	0.00	4.00	38.90	39.13	0.00	31.33	7,547.61
Total	947.00	95.36	469.45	469.56	0.00	372.02	

*Total interest credited on this statement consists of a guaranteed amount of \$322.59 and an excess amount of \$49.43.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	469.56	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 RL #
Policy # 2076716 NS
12/03/2000 \$39,384.60

Policy Service Contact
OLIVER DODD JR
585 BROCKWAY RD.
OWENS X RDS AL 35763-9423



ReliaStar Life Insurance Company
 ING Minor Service Center
 P.O. Box 5011
 Minot, North Dakota 58702-5011
 Nationwide 1-877-886-5050

FILE

Policy Statement for 12/01/2000 through 11/30/2001

THE PLAN 3 UNIVERSAL LIFE**Policy Specifications**

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/03/2001
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Values	Beginning Value on 12/01/2000	Ending Value on 11/30/2001
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$7,547.61	\$7,752.49
CASH VALUE (Accumulation Value minus Surrender Charge)	\$7,433.61	\$7,752.49
CASH SURRENDER VALUE (Cash value minus Loans)	\$7,433.61	\$7,752.49
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 5.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 10/01/2007. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 01/01/2005. If planned periodic premiums are continued, assuming a 5.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 07/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 04/01/2006.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$27,656.99. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The **WEIGHTED AVERAGE INTEREST RATE** which approximates the actual rates credited to non-loaned cash values is 5.19%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 5.00%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$7,547.61
Dec 01, 2000	0.00	4.00	42.76	43.17	0.00	32.18	7,489.86
Jan 01, 2001	236.75	15.84	42.82	43.17	0.00	32.11	7,656.89
Feb 01, 2001	0.00	4.00	42.65	43.17	0.00	29.50	7,596.57
Mar 01, 2001	0.00	4.00	42.71	43.17	0.00	32.44	7,539.13
Apr 01, 2001	236.75	15.84	42.77	43.17	0.00	31.27	7,705.37
May 01, 2001	0.00	4.00	42.60	43.17	0.00	32.86	7,648.46
Jun 01, 2001	0.00	4.00	42.66	43.17	0.00	31.58	7,590.21
Jul 01, 2001	236.75	15.84	42.72	43.17	0.00	32.59	7,757.82
Aug 01, 2001	0.00	4.00	42.55	43.17	0.00	33.09	7,701.19
Sep 01, 2001	0.00	4.00	42.61	43.17	0.00	31.78	7,643.19
Oct 01, 2001	236.75	15.84	42.67	43.17	0.00	32.75	7,811.01
Nov 01, 2001	0.00	4.00	42.50	43.17	0.00	31.15	7,752.49
Total	947.00	95.36	512.02	518.04	0.00	383.30	

*Total interest credited on this statement consists of a guaranteed amount of \$333.74 and an excess amount of \$49.56.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	518.04	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 Rt #
Policy # 2076716 NS
12/03/2001 \$42,010.24

Policy Service Contact
DAVID A MOORE
4080 MCGINNIS FERRY RD
SUITE 404
-ALPHARETTA GA 30005-3948

PHONE 678-624-1669



ReliaStar Life Insurance Company
 ING Minot Service Center
 P.O. Box 5011
 Minot, North Dakota 58702-5011
 Nationwide 1-877-886-5050

FILE

Policy Statement for 12/01/2001 through 11/30/2002

THE PLAN 3 UNIVERSAL LIFE**Policy Specifications**

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/02/2002
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Values	Beginning Value on 12/01/2001	Ending Value on 11/30/2002
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$7,752.49	\$7,846.41
CASH VALUE (Accumulation Value minus Surrender Charge)	\$7,752.49	\$7,846.41
CASH SURRENDER VALUE (Cash value minus Loans)	\$7,752.49	\$7,846.41
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 5.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 05/01/2008. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 10/01/2005. If planned periodic premiums are continued, assuming a 5.00% interest rate and current charges, your cash value will be depleted and your policy will lapse on 07/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 11/01/2006.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$29,335.63. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The WEIGHTED AVERAGE INTEREST RATE which approximates the actual rates credited to non-loaned cash values is 5.00%.

Loaned values are credited with a current interest rate of 5.00%. The interest rate credited to new premiums is currently 5.00%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$7,752.49
Dec 01, 2001	0.00	4.00	46.85	47.96	0.00	31.84	7,685.72
Jan 01, 2002	236.75	15.84	46.73	47.96	0.00	31.55	7,843.49
Feb 01, 2002	0.00	4.00	46.55	47.96	0.00	29.08	7,774.06
Mar 01, 2002	0.00	4.00	46.63	47.96	0.00	31.89	7,707.36
Apr 01, 2002	236.75	15.84	46.70	47.96	0.00	30.77	7,864.38
May 01, 2002	0.00	4.00	46.53	47.96	0.00	32.27	7,798.16
Jun 01, 2002	0.00	4.00	46.60	47.96	0.00	30.95	7,730.55
Jul 01, 2002	236.75	15.84	46.68	47.96	0.00	31.85	7,888.67
Aug 01, 2002	0.00	4.00	46.50	47.96	0.00	32.34	7,822.55
Sep 01, 2002	0.00	4.00	46.57	47.96	0.00	31.04	7,755.06
Oct 01, 2002	236.75	15.84	46.65	47.96	0.00	32.08	7,913.44
Nov 01, 2002	0.00	4.00	46.47	47.96	0.00	31.40	7,846.41
Total	947.00	95.36	559.26	575.52	0.00	377.06	

*Total interest credited on this statement consists of a guaranteed amount of \$340.19 and an excess amount of \$36.87.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	575.52	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL0000000000 330109 Rt #
Policy # 2076716 NS
12/02/2002 \$44,635.88

Policy Service Contact
DAVID A MOORE
4080 MCGINNIS FERRY RD STE 404
ALPHARETTA GA 30005-3949

PHONE 678-624-1669



ReliaStar Life Insurance Company
 ING Minor Service Center
 P.O. Box 5011
 Minot, North Dakota 58702-5011
 Nationwide 1-877-886-5050

FILE

Policy Statement for 12/01/2002 through 11/30/2003

THE PLAN 3 UNIVERSAL LIFE**Policy Specifications**

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/01/2003
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Values	Beginning Value on 12/01/2002	Ending Value on 11/30/2003
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$7,846.41	\$7,791.24
CASH VALUE (Accumulation Value minus Surrender Charge)	\$7,846.41	\$7,791.24
CASH SURRENDER VALUE (Cash value minus Loans)	\$7,846.41	\$7,791.24
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 4.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 12/01/2008. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 07/01/2006. If planned periodic premiums are continued, assuming a 4.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 05/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 05/01/2007.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$31,014.27. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The **WEIGHTED AVERAGE INTEREST RATE** which approximates the actual rates credited to non-loaned cash values is 4.55%.

Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 4.50%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							
Dec 01, 2002	0.00	4.00	51.00	53.17	0.00	32.15	\$7,846.41
Jan 01, 2003	236.75	15.84	51.09	53.17	0.00	28.80	7,770.39
Feb 01, 2003	0.00	4.00	50.91	53.17	0.00	26.42	7,915.84
Mar 01, 2003	0.00	4.00	51.01	53.17	0.00	26.42	7,834.16
Apr 01, 2003	0.00	4.00	51.11	53.17	0.00	28.93	7,754.93
May 01, 2003	236.75	15.84	51.21	53.17	0.00	27.74	7,674.39
Jun 01, 2003	0.00	4.00	51.03	53.17	0.00	29.18	7,820.10
Jul 01, 2003	236.75	15.84	51.13	53.17	0.00	27.97	7,739.87
Aug 01, 2003	0.00	4.00	50.95	53.17	0.00	28.65	7,885.13
Sep 01, 2003	0.00	4.00	51.05	53.17	0.00	29.17	7,806.18
Oct 01, 2003	236.75	15.84	51.14	53.17	0.00	27.95	7,725.91
Nov 01, 2003	0.00	4.00	50.97	53.17	0.00	28.67	7,871.18
Total	947.00	95.36	612.60	638.04	0.00	343.83	

*Total interest credited on this statement consists of a guaranteed amount of \$340.60 and an excess amount of \$3.23.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	638.04	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 Rt #
Policy # 2076716 NS
12/01/2003 \$47,251.52

Policy Service Contact
J NORTON SCHLACHTER
1060 AZALEA DR
ROSWELL GA 30075-4747

PHONE 770-992-1830



ReliaStar Life Insurance Company
 ING Service Center
 P.O. Box 5011
 Minot, North Dakota 58702-5011
 Nationwide 1-877-886-5050

FILE

Policy Statement for 12/01/2003 through 11/30/2004

THE PLAN 3 UNIVERSAL LIFE

Policy Specifications

INSURED	WILLIAM J LEONARD JR
ISSUE AGE & SEX	47 male
BIRTHDATE	08/09/1939
POLICY DATE	12/01/1986
STATEMENT DATE	12/01/2004
POLICY NUMBER	2076716
PLAN NAME	Flexible Premium Adjustable Whole Life
DEATH BENEFIT OPTION	Level
PLANNED PERIODIC PREMIUM	\$236.75 Quarterly

Policyowner:

WILLIAM J LEONARD JR
 511 3RD AVE
 OPELIKA AL 36801

Policy Values	Beginning Value on 12/01/2003	Ending Value on 11/30/2004
POLICY FACE AMOUNT	\$50,000.00	\$50,000.00
ACCUMULATION VALUE	\$7,791.24	\$7,598.26
CASH VALUE (Accumulation Value minus Surrender Charge)	\$7,791.24	\$7,598.26
CASH SURRENDER VALUE (Cash value minus Loans)	\$7,791.24	\$7,598.26
DEATH BENEFIT	\$100,000.00	\$100,000.00

Death Benefit includes Term Insurance Rider.

Important Notices

COVERAGE CONTINUATION - If no further premiums are paid, assuming a 4.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 06/01/2009. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 04/01/2007. If planned periodic premiums are continued, assuming a 4.50% interest rate and current charges, your cash value will be depleted and your policy will lapse on 05/01/2012. Assuming 4.50% interest and guaranteed charges, your cash value will be depleted and your policy will lapse on 01/01/2008.

ADDITIONAL PREMIUMS - According to current tax law your maximum allowable premiums during the next 12 months are \$32,692.91. Unscheduled premium may be limited by current company practice. Accumulation values are credited with interest that is currently tax deferred.

Interest Rates

The Accumulation Value illustrated above reflects the actual declared interest rates credited to your policy during the past year. The WEIGHTED AVERAGE INTEREST RATE which approximates the actual rates credited to non-loaned cash values is 4.50%. Loaned values are credited with a current interest rate of 6.00%.

The interest rate credited to new premiums is currently 4.50%. This rate is subject to change by our Board of Directors but will never be less than 4.50%.

**THE PLAN 3 UNIVERSAL LIFE
MONTHLY ACCOUNTING SUMMARY**

Policy Month Beginning	Premiums Paid (+)	Expense Charges (-)	Cost of Insurance Charges (-)	Rider Insurance Charges (-)	Partial Surrenders (-)	Interest Credits* (+)	Accumulation Value
Beginning Balance							\$7,791.24
Dec 01, 2003	0.00	4.00	55.74	59.08	0.00	28.75	7,701.17
Jan 01, 2004	236.75	15.84	55.86	59.08	0.00	28.55	7,835.69
Feb 01, 2004	0.00	4.00	55.68	59.08	0.00	27.06	7,743.99
Mar 01, 2004	0.00	4.00	55.80	59.08	0.00	27.65	7,652.76
Apr 01, 2004	236.75	15.84	55.92	59.08	0.00	27.45	7,786.12
May 01, 2004	0.00	4.00	55.75	59.08	0.00	28.72	7,696.01
Jun 01, 2004	0.00	4.00	55.87	59.08	0.00	27.48	7,604.54
Jul 01, 2004	236.75	15.84	55.99	59.08	0.00	28.27	7,738.65
Aug 01, 2004	0.00	4.00	55.81	59.08	0.00	28.58	7,648.34
Sep 01, 2004	0.00	4.00	55.93	59.08	0.00	27.31	7,556.64
Oct 01, 2004	0.00	4.00	56.05	59.08	0.00	27.86	7,465.37
Nov 01, 2004	236.75	15.84	56.17	59.08	0.00	27.23	7,598.26
Total	947.00	95.36	670.57	708.96	0.00	334.91	

*Total interest credited on this statement consists of a guaranteed amount of \$334.91 and an excess amount of \$0.00.

RIDER/BENEFIT INFORMATION

Rider/Benefit	Coverage	Rider Insurance Charges	Additional Information
Term Insurance Rider	50,000.00	708.96	One year term insurance on insured to age 95. This term rider is convertible to an individual policy prior to age 75.

Case # UL000000000 330109 Rt #
Policy # 2076716 NS
12/01/2004 \$49,887.16

Policy Service Contact
JAMES NORTON SCHLACHTER
1060 AZALEA DR
ROSWELL GA 30075-4747

PHONE 770-992-1830

EXHIBIT 4



February 04, 2005

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801-4205

Owner: WILLIAM J LEONARD JR
Policy Number: 2076716

Insured(s): WILLIAM J LEONARD JR

Dear WILLIAM J LEONARD JR:

Thank you for your recent request to remove the term rider from your policy. It is my pleasure to be of service.

I have enclosed a Client Request Form for you to complete. When your request has been indicated, and the form has been signed by the policyowner, please return to us for processing. I have also requested an illustration showing this rider removed to be sent to you. This also needs to be signed and returned with this request form. I have also enclosed a self-addressed return envelope for your convenience.

If you have any questions regarding your policy, or if you have any other financial needs that you would like to discuss, please call your agent or the ING Service Center at the numbers listed below.

Sincerely,

A handwritten signature in cursive script that reads "Brian Slapinsky".

Brian Slapinsky
CSR

P.O. Box 5011
Minot, ND 58702-5011
Toll Free: 877.886.5050
www.ingservicecenter.com

ReliaStar Life Insurance Company

Variable products distributed by ING America Equities, Inc

EXHIBIT 5

..



MINOT SERVICE CENTER

February 4, 2005

William J Leonard Jr
511 3rd Ave
Opelika AL 36801-4205

ReliaStar Life Insurance Company Policy Insured: William J Leonard Jr
Number: 2076716
Owner: William J Leonard Jr

Dear William J Leonard Jr:

Thank you for your recent request for information about your policy. You inquired about the value of your policy based on the scenario described below. Various changes do affect the policy value, which grows over time as interest accrues and premium payments are made.

I am enclosing a policy illustration, which is a forecast of your policy's conditions and value now and in the future based on information available to us today. I hope this illustration will be helpful in answering your questions.

Your policy has a guaranteed interest rate of 4.50%. The current, non-guaranteed projected interest rate for your policy is 4.50%. Please note that interest rates fluctuate with financial conditions in the marketplace. If interest rates rise, the policy value would also rise. Conversely, if interest rates fall, the policy value would accrue more slowly. Because we cannot predict accurately what interest rates will do, the policy values shown in this illustration is a projection only and is not guaranteed.

The enclosed policy illustration shows projected policy values based on the following scenario:

This illustration shows what happens to the policy value based on your request to remove the Term Insurance Rider. The Cost Breakdown Pages are also included.

We appreciate your interest in your policy. It is important for you to review the policy at least annually to make sure that it is still achieving your financial objectives. We realize that policy illustrations contain a great deal of information and that you may have additional questions.

P.O. Box 5011
Minot, ND 58702-5011
Toll Free: 877.886.5050
www.ingservicecenter.com

ReliaStar Life Insurance Company



MINOT SERVICE CENTER

Page 2

William J Leonard Jr

February 4, 2005

If you have any questions regarding your policy, or if you have any other financial needs that you would like to discuss, please call the ING Service Center between the hours of 7:00 a.m. - 7:00 p.m. CST at the numbers listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Podoll".

Benjamin Podoll
Policy Services Coordinator

An Inforce Life Insurance Illustration using
PLAN 3
A Flexible Premium Adjustable Life Insurance Policy
(Standard Form #63-700; may vary by state)
ReliaStar Life Insurance Company

Prepared for:

WILLIAM J. LEONARD

Policy #2076716

Prepared by:

Benjamin Podoll
Illustration Analyst

Serviced by:

HOME OFFICE AGENT
ING ReliaStar Life
20 Washington Avenue South
Minneapolis, MN 55401

ING 

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



INFORCE ILLUSTRATION SUMMARY

Prepared for:

WILLIAM J. LEONARD

Male, Issue Age 47, Attained Age 65
State of Issue: Alabama

Policy Number: 2076716

Policy Date: 12/1/1986

Plan Code: 330109

Current Coverage and Values as of 2/3/2005

Total Face Amount: \$100,000
Base Face Amount: \$50,000
Death Benefit Option: A (Level)
Premium Class: Nonsmoker
Quarterly Premium: \$236.75
Total Premiums Paid: \$17,431.00
Accumulation Value: \$7,491.04
Cash Surrender Value: \$7,491.04

Optional Benefits Included:

Enhanced Protection Rider: \$50,000 for 30 years

Proposed Changes Illustrated

Total Face Amount: \$50,000

Optional Benefit Changes:

Remove Enhanced Protection Rider

Assumptions Illustrated

Proposed Quarterly Premium: \$236.75

Interest rate: 4.50%

This illustration is not valid without all pages.

Inforce 2076716 Plan 3 for WILLIAM J. LEONARD
Version M7 2005.01.02-HO
GL: -817 GS: 1,370 7P: 0 TP: 781 MP: 782

Serviced by: HOME OFFICE AGENT
02/04/2005 02:29 PM
Page 2 of 7

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



INFORCE ILLUSTRATION

Prepared for:

WILLIAM J. LEONARD

Male, Issue Age 47, Attained Age 65

State of Issue: Alabama

Policy Number: 2076716

Policy Date: 12/1/1986

Plan Code: 330109

Premiums are paid at the beginning of the quarter. The Accumulation Value, Cash Surrender Value and Death Benefit are shown as of the end of each policy year.

Yr	End of Yr Age	Premium Outlay	Accumulation Value	GUARANTEED 4.50% Interest Rate Maximum Charges		NON-GUARANTEED ILLUSTRATED 4.50% Interest Rate Current Charges		
				Cash Surrender Value	Death Benefit	Accumulation Value	Cash Surrender Value	Death Benefit
19	66	710	7,345	7,345	50,000	7,865	7,865	50,000
20	67	947	6,964	6,964	50,000	8,299	8,299	50,000
		1,657						
21	68	947	6,395	6,395	50,000	8,700	8,700	50,000
22	69	947	5,603	5,603	50,000	9,063	9,063	50,000
23	70	947	4,549	4,549	50,000	9,376	9,376	50,000
24	71	947	3,187	3,187	50,000	9,625	9,625	50,000
25	72	947	1,467	1,467	50,000	9,791	9,791	50,000
		6,392						
* 26	73	947	0	0	0	9,857	9,857	50,000
27	74	947	0	0	0	9,800	9,800	50,000
28	75	947	0	0	0	9,597	9,597	50,000
29	76	947	0	0	0	9,217	9,217	50,000
30	77	947	0	0	0	8,626	8,626	50,000
		11,127						
31	78	947	0	0	0	7,778	7,778	50,000
32	79	947	0	0	0	6,618	6,618	50,000
33	80	947	0	0	0	5,080	5,080	50,000
34	81	947	0	0	0	3,095	3,095	50,000
35	82	947	0	0	0	584	584	50,000
		15,862						
* 36	83	117	0	0	0	0	0	0
		15,979						

* Year 36

The requested premium was reduced to comply with the Guideline Premiums defined by current Internal Revenue Code limits.

* Year 26, Month 9

In the event that the guaranteed costs were deducted and the guaranteed interest rate was paid from 2/3/2005 forward, the policy would lapse and cannot be illustrated beyond the year shown. Additional premiums would be required to continue the coverage.

This illustration is not valid without all pages.

Inforce 2076716 Plan 3 for WILLIAM J. LEONARD
Version M7 2005.01.02-HO
GL: 817 GS: 1,370 TP: 0 TP: 781 MP: 782

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02/04/2005 02:29 PM
Page 3 of 7

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



* Year 36, Month 2

Based on current costs and the assumed interest rate illustrated, the policy would lapse unless additional premiums are paid.

This illustration is not valid without all pages.

Inforce 2076716 Plan 3 for WILLIAM J. LEONARD
Version M7 2005.01.02-HO
GL: -817 GS: 1,370 TP: 0 TP: 781 MP: 782

Serviced by: HOME OFFICE AGENT
02/04/2005 02:29 PM
Page 4 of 7

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



VALUABLE INFORMATION ABOUT YOUR ILLUSTRATION

This illustration does not recognize the effect of inflation. As a result of inflation, the illustrated values have more purchasing power today than in the future.

The values illustrated comply with our interpretation of the Internal Revenue Code definition of life insurance.

All guarantees are based upon the financial strength and claims-paying ability of ReliaStar Life Insurance Company, who is solely responsible for all obligations under its policies.

All interest rates displayed are annual effective rates.

This illustration reflects policy values as of 2/3/2005. Any coverage changes requested are illustrated beginning on 3/1/2005.

The first-year premium illustrated includes only those periodic premiums payable from 3/1/2005 to the end of the policy year.

Premium outlay is the amount of premium assumed to be paid out-of-pocket by the policyowner or other premium payer. The amounts shown in this column are net of any cash taken from the policy by loan or withdrawal. Results will vary depending on when premiums are paid. Even if the premium outlay is zero, monthly deductions are still required to be taken from the accumulation value. Depending on actual results, the premium payer may need to continue or resume premium payments.

In illustrating proposed changes to this policy as of 3/1/2005, certain assumptions were made concerning the Modified Endowment rules under Section 7702A. In a very limited number of cases, these assumptions may not be valid. In those cases, the policyowner will receive notice that the changes implemented create a Modified Endowment Contract.

GUARANTEED VALUES. The guaranteed values are the minimum values that will accrue, assuming you pay the premiums as illustrated. These values are calculated based on our guaranteed interest rate of 4.50%, the maximum insurance charges, and expenses guaranteed in the policy.

NON-GUARANTEED VALUES. Non-guaranteed values are based on the illustrated interest rate and current cost of insurance rates. This illustration assumes that the illustrated non-guaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results will be more or less favorable than those shown. ReliaStar Life Insurance Company reserves the right to change the non-guaranteed benefits and values of this illustration. The non-guaranteed values are calculated using a 4.50% interest rate in all years shown.

INTEREST CREDITING METHOD. This policy credits interest on a portfolio interest rate basis. This means that your entire unloaned accumulation value is credited at the same interest rate. Loaned accumulation values are credited at a different interest rate which is currently 6.00%. The current interest rate illustrated is a projected rate which is not guaranteed. Actual interest crediting rate(s) and/or insurance charges may be different from those projected, which would cause your future values to be different than the values projected. The current interest rate can be changed at any time. You can find out the current rate by contacting your agent or ReliaStar Life Insurance Company.

COVERAGE CHANGES. Cash surrender values and guideline premium limitations presented in this illustration have been calculated assuming the following policy changes have been made.

Type	Effective Date	Transaction	Amount	Resulting Face	Class	Rating	Flat Extra	Expires
Base	12/01/1986	Initial Amount	\$50,000	\$50,000	NS	100		
EPR	12/01/1986	Initial Amount	\$50,000	\$50,000	NS	100		
EPR	03/01/2005	Decrease	\$-50,000	\$0				

This illustration is not valid without all pages.

Inforce 2076716 Plan 3 for WILLIAM J. LEONARD
Version M7 2005.01.02-HO
GL: -317 GS: 1370 7P: 0 TP: 781 MP: 782

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02/04/2005 02:29 PM
Page 5 of 7

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



Changes to your coverage can be made after the first policy year, subject to policy limitations. Any changes to the policy require a written request signed by the policyowner and submitted at the time of the change to ReliaStar Life Insurance Company for approval. For any premium class changes or face amount increases illustrated to occur, the insured is required to submit proof of insurability.

DEATH BENEFIT QUALIFICATION TEST. This illustration uses the Guideline Premium Test to qualify the proposed policy as life insurance under Section 7702 of the Internal Revenue Code. Under the Guideline Premium Test, the premiums paid into the policy must never exceed the guideline premium limit. Additionally, a minimum corridor of death benefit in relation to cash value must be maintained.

TAXATION. Tax laws are complex and change frequently. Changes in premium payments from those illustrated or other changes made to the illustrated policy after issue may result in classification as a Modified Endowment Contract (MEC). Distributions from a Modified Endowment Contract, including loans, are taxable as income in the year received to the extent that the accumulation value of the policy prior to the distribution exceeds the total premiums paid. In addition, if classified as a MEC, distributions may be subject to an additional 10% income tax penalty if taken before age 59-1/2. ING does not offer tax or legal advice. For complete information on how distributions from this policy may affect your personal tax situation, always consult your professional tax advisor.

ISSUER. Plan 3 is a product of ReliaStar Life Insurance Company located at 20 Washington Avenue South, Minneapolis, MN 55401. ReliaStar Life Insurance Company is a member of ING. Your agent/representative is HOME OFFICE AGENT, at ING ReliaStar Life, 20 Washington Avenue South, Minneapolis, MN 55401. Form #83-700 (may vary by state).

This is not the life insurance policy. The above footnotes describe, in general terms, the benefits provided. For a complete description of benefits, refer to your policy. If the above footnotes differ from information provided in the policy, the policy will take precedence.

Illustration Acknowledgement

I have received a copy of this illustration and understand that the requested coverage changes and assumptions illustrated will affect the policy cash values and death benefit. I also understand that any non-guaranteed elements illustrated are subject to change and the actual values realized could be either higher or lower than shown. The agent has informed me they are not guaranteed.

 Policyowner

 Date

I certify that this illustration has been presented to the policyowner. I have explained that the coverage changes illustrated will affect the policy cash values and death benefit and that any non-guaranteed values and benefits are subject to change. I have made no statements that are inconsistent with the illustration.

 HOME OFFICE AGENT
 ING ReliaStar Life
 20 Washington Avenue South
 Minneapolis, MN 55401

 Date

This illustration is not valid without all pages.

PLAN 3

A Flexible Premium Adjustable Life Insurance Policy
ReliaStar Life Insurance Company



ANNUAL BREAKDOWN BASED ON CURRENT COSTS

This page illustrates the annual breakdown of premiums paid, policy costs and expenses, and interest earned (based on the illustrated interest rate) which result in the cash surrender values shown. The values are based on current policy costs and 4.50% annual return.

Yr	Premium Outlay	Premium Expense Charge	Admin Charge	Cost of Insurance	Rider Charges	Interest Earned	Accumulation Value	Surrender Charges & Loans	Cash Surrender Value
19	710	36	36	545	0	280	7,865	0	7,865
20	947	47	48	777	0	359	8,299	0	8,299
21	947	47	48	828	0	377	8,700	0	8,700
22	947	47	48	883	0	394	9,063	0	9,063
23	947	47	48	947	0	409	9,376	0	9,376
24	947	47	48	1,024	0	421	9,625	0	9,625
25	947	47	48	1,115	0	430	9,791	0	9,791
26	947	47	48	1,221	0	435	9,857	0	9,857
27	947	47	48	1,344	0	435	9,800	0	9,800
28	947	47	48	1,484	0	429	9,597	0	9,597
29	947	47	48	1,647	0	416	9,217	0	9,217
30	947	47	48	1,837	0	394	8,626	0	8,626
31	947	47	48	2,063	0	362	7,778	0	7,778
32	947	47	48	2,329	0	318	6,618	0	6,618
33	947	47	48	2,648	0	258	5,080	0	5,080
34	947	47	48	3,016	0	180	3,095	0	3,095
35	947	47	48	3,443	0	81	584	0	584
36	117	1	8	644	0	1	0	0	0

The values illustrated are not guaranteed. They assume that the illustrated non-guaranteed elements of the policy will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown. This page must be accompanied by the basic Policy Illustration, which includes the guaranteed elements of the policy and other important information.

This illustration is not valid without all pages.

EXHIBIT 6

Insured's Name William J. Leonard Jr. ^{RCVD 05 FEB 11 A 8: 007 67 16} Policy Number 03
 Please Print
 Owner's Name William J. Leonard Jr. Owner's SSN: 418-46-3746
 Please Print

Change to Premium Payment	<input type="checkbox"/> Change Premium Amount to: \$ _____ Flexible Premium Policies Only <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> List Bill <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Electronic Funds Transfer (EFT) Please complete additional form (Eship# 128263).
Change Existing Coverage	<input checked="" type="checkbox"/> Remove Rider or Benefit (Specify) <u>Remove Rider</u> <input type="checkbox"/> Add or <input type="checkbox"/> Remove Child on Existing Child Term Rider Child Name _____ Sex: _____ Date of Birth: _____ <input type="checkbox"/> Exercise the provisions of the Guaranteed Insurability Option Rider, Future Purchase Option Rider or Guaranteed Life Option Rider - Attach signed Sales Illustration. <input type="checkbox"/> Change Death Benefit Option to: * <input type="checkbox"/> Option 1, A, or Level <input type="checkbox"/> Option 2, B, or Increasing <input type="checkbox"/> Option 3, C, Return of Premium** ** Not available on all products. <input type="checkbox"/> Decrease Death Benefit: *\$ _____ <input type="checkbox"/> Decrease Rider: * _____ to \$ _____ Also, if decreasing base will cause a Modified Endowment Contract the following statement must be agreed to: <input type="checkbox"/> I understand that this requested decrease in face amount will cause my policy to become a Modified Endowment Contract. I understand the implications of this status and accept the Modified Endowment Contract Status. * The new face amount cannot fall below minimum face amount allowed for the plan. Depending on your policy provisions, a pro-rata surrender charge may be assessed.
UL/VUL requests must be accompanied by a signed in-force Illustration	
Other Instructions or Requests	

ALL WHO SIGN AGREE THAT: No change will be made unless that policy is eligible for the change requested according to its terms or under our rules and until we are satisfied that, as of the date of this request, all insureds and proposed insureds are eligible for the requested coverage.

SIGNATURES: If owner is a trust, partnership, or company Officer signature and title is required.

William J. Leonard Jr.
 Signature of Owner(s)
511 3rd Ave
2nd Fl. AIA 36801
 Address

2/07/05
 Date
334-745-3967
 Daytime Phone Number

Signature of Spouse
 (if Owner lives in Community Property State)

Signature of Assignee/Irrevocable Beneficiary (if applicable)

This request has been filed with the Company at its Administrative Office.
 By: _____ Date: _____

Send Confirmation to: ☐ Policyowner ☐ Agent Mail Code: _____

EXHIBIT 7



February 09, 2005

WILLIAM J LEONARD JR
511 3RD AVE
OPELIKA AL 36801-4205

Owner: WILLIAM J LEONARD JR
Policy Number: 2076716

Insured(s): WILLIAM J LEONARD JR

Dear WILLIAM J LEONARD JR:

Thank you for your recent request for a reduced paid up policy. It is my pleasure to be of service.

I have enclosed a Request for Policy Change Form for you to complete. When your request has been indicated, and the form has been signed by the policyowner, please return to us for processing. I have also enclosed a self-addressed return envelope for your convenience.

If you have any questions regarding your policy, or if you have any other financial needs that you would like to discuss, please call your agent or the ING Service Center at the numbers listed below.

Sincerely,

A handwritten signature in cursive script that reads "Talli Danelson".

Talli Danelson
Call Center Analyst

P.O. Box 5011
Minot, ND 58702-5011
Toll Free: 877.886.5050
www.ingservicecenter.com

ReliaStar Life Insurance Company

Variable products distributed by ING America Equities, Inc

EXHIBIT 8



- ☐ ReliaStar Life Insurance Company, Minneapolis, MN
☐ Security Life of Denver Insurance Company, Denver, CO
☐ Midwestern United Life Insurance Company, Fort Wayne, IN
☐ ING USA Annuity and Life Insurance Company, Des Moines, IA

Administrative Office
 for all companies:
 ING Service Center
 2000 21st Avenue NW
 Minot, ND 58703

Request for Policy Service

Insured's Name William J. Leonard Jr. Policy Number 207 6716 12
 Please Print

Owner's Name William J. Leonard Jr. Owner's SSN: 418-46-3746
 Please Print

Legal Change of Name (Attach supporting court documents)	Change Legal Name of: <input type="checkbox"/> Owner <input type="checkbox"/> Insured <input type="checkbox"/> Payor <input type="checkbox"/> Beneficiary From: _____ to _____ Please Print Former Name Please Print New Name Reason for Change: <input type="checkbox"/> Correction <input type="checkbox"/> Marriage <input type="checkbox"/> Divorce <input type="checkbox"/> Adoption <input type="checkbox"/> Court Order <input type="checkbox"/> Other _____
Change of Address	Change of Address for: <input type="checkbox"/> Owner <input type="checkbox"/> Insured <input type="checkbox"/> Other _____ New Address: _____ Number and Street City State Zip Code
Automatic Premium Loan	<input type="checkbox"/> Make Automatic Premium Loan Operative <input type="checkbox"/> Make Automatic Premium Loan Inoperative Option: _____ If Applicable
Change Non-Forfeiture Option	Change Non-Forfeiture Option to: <input type="checkbox"/> Reduced Paid Up Insurance <input type="checkbox"/> Extended Term Insurance
Exercise Non-Forfeiture Option	Exercise Non-Forfeiture Option: <input checked="" type="checkbox"/> Reduced Paid Up Insurance <input type="checkbox"/> Extended Term Insurance This change is effective when this form is received at the Administrative Office. No existing riders are continued on extended term insurance or paid-up insurance unless otherwise specified in the rider.
Change Dividend Option	Change Dividend Option to: (Participating Plans Only) <input type="checkbox"/> Reduce Premiums <input type="checkbox"/> Accumulate at Interest <input type="checkbox"/> Pay in Cash <input type="checkbox"/> Purchase Additional Paid-Up Insurance <input type="checkbox"/> Other-Please Specify _____
Withdrawal of Dividends, Paid-Up Additions and/or Premium Deposit Funds (Dividend option stays the same)	Use <input type="checkbox"/> Dividends on Deposit <input type="checkbox"/> Paid-Up Additions <input type="checkbox"/> Premium Deposit Funds <input type="checkbox"/> Issue Check <input type="checkbox"/> Full Value or <input type="checkbox"/> \$ _____ <input type="checkbox"/> To pay premiums due _____ on Policy _____ for \$ _____ <input type="checkbox"/> To pay loan interest due _____ on Policy _____ for \$ _____ <input type="checkbox"/> To apply on loan principal on Policy _____ for \$ _____ <input type="checkbox"/> Other _____
Other Instructions or Requests	

ALL WHO SIGN AGREE THAT: No change will be made unless that policy is eligible for the change requested according to its terms or under our rules and until we are satisfied that, as of the date of this request, all insureds and proposed insureds are eligible for the requested coverage.

SIGNATURES: If owner is a trust, partnership, or company, Officer signature and title is required.

William J. Leonard Jr.
 Signature of Owner(s)
511
 Address

02/23/05
 Date
334.745.3967
 Daytime Phone Number

Signature of Spouse
 (if Owner lives in Community Property State)

Signature of Assignee/Irrevocable Beneficiary (if applicable)

This request has been filed with the Company and recorded at its Administrative Office.

By: _____ Date: _____

131355 (10/04)

REC'D 05 FEB 28 A 7 45 I

EXHIBIT 9



March 03, 2005

William J Leonard JR
511 3rd Ave
Opelika AL 36801-4205

Owner: William J Leonard JR
Policy Number: 2076716

Insured: William J Leonard JR

Dear William J Leonard JR:

Thank you for your recent request to change your ING ReliaStar policy. We appreciate your prompt attention in returning the necessary form to us, and we have completed the change you requested.

Your policy is now changed to reduced paid up, effective February 1, 200. Your new face amount is \$12,826.

If you have any questions regarding your policy, or if you have any other financial needs that you would like to discuss, please call your agent or the ING Service Center at the numbers listed below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Char Hanenberg".

Char Hanenberg
Policy Change Coordinator

P.O. Box 5011
Minot, ND 58702-5011
Toll Free: 877.886.5050
www.ingservicecenter.com

ReliaStar Life Insurance Company

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